

**Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554**

In the Matter of)	
)	
Petition of USTelecom for Forbearance Pursuant)	WC Docket 18-141
to 47 U.S.C. §160(c) to Accelerate Investment in)	
Broadband and Next-Generation Networks)	

REPLY COMMENTS OF CALTEL

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REPLY COMMENTS OF CALTEL

Pursuant to the Commission’s Order granting extensions of time to file comments and reply comments on the USTelecom Petition,¹ the California Association of Competitive Telecommunications Companies² (“CALTEL”) files the following reply comments on behalf of its members.³

¹ Order, DA 18-574, June 1, 2018, (“*USTelecom Forbearance Extension Order*”).

² CALTEL is a non-profit trade association working to advance the interests of fair and open competition and customer-focused service in California telecommunications. Most CALTEL members are entrepreneurial companies building and deploying fiber networks to provide competitive voice and broadband services. The majority of CALTEL members are small businesses who help to fuel the California economy through technological innovation, new services, affordable prices and customer choice.

³ See www.caltel.org for a list of CALTEL member companies. CenturyLink is a member of CALTEL but is also a member of USTelecom. Century Link does not support CALTEL’s position on the USTelecom forbearance petition.

Introduction and Summary

In its comments on the forbearance petition of USTelecom (“USTelecom Petition” or “Petition”) that is the subject of this proceeding,⁴ CALTEL outlined the reasons for its opposition to the Petition’s unprecedented request to grant *all* ILECs in *all* geographic markets and *all* market segments forbearance from the requirements to provide *all* UNEs and services for resale at avoided-cost wholesale rates pursuant to Section 251(c). CALTEL also described its concerns regarding the Petition’s request to eliminate RBOC obligations regarding access to poles, ducts, conduit and rights-of-way pursuant to Section 271(c)(2)(B)(iii).

Many other commenters voiced strong opposition to the Petition, both on procedural and substantive grounds. In addition to its opposition to the Section 251 forbearance request, INCOMPAS et al also filed a Motion for Summary Denial.⁵ CALTEL is separately filing a response supporting this motion.

On the Section 251 forbearance issues, CALTEL noted:

- USTelecom’s forbearance request is over-the-top broad, affecting hundreds of competitive carriers and millions of residential and business customer lines. It is also exceedingly complex, at least in terms of subject matter (although not in terms of the simplistic analysis that USTelecom has thus far performed), affecting millions of UNEs that differ state-to-state and ILEC-to-ILEC, as well as resold services that are provided at avoided cost discounts that also vary from state-to-state and ILEC-to-ILEC.
- USTelecom has not even attempted to make a credibly substantive case that takes into account the many factors that the Commission must weigh in order to grant a request for forbearance, including a determination that such a grant

⁴ *Petition of USTelecom for Forbearance Pursuant to 47 U.S.C. § 160(c) to Accelerate Investment in Broadband and Next Generation Networks*, WC Docket 18-141, dated May 4, 2018.

⁵ *See* INCOMPAS Motion for Summary Denial dated August 6, 2018.

will *promote* competition. Such a determination is simply not possible or appropriate on a nationwide, all-markets, all-types-of-UNEs basis.

- The trends and conclusions asserted by USTelecom in the Petition, and by USTelecom's economic experts in Appendix B, are counter to the reality in California. Using the same FCC reports and public data that USTelecom relied upon, CALTEL explained that the number of UNE loops provided by AT&T and Frontier in California not only did not decrease by more than half since 2005 as USTelecom claims is true for the nation, they *increased* by 15%. Moreover, California's percentage of the national total of UNE loops nearly doubled since 2005. And USTelecom's blanket dismissal regarding the use of UNEs to serve residential customers is not accurate in general, and certainly not for California. Finally, while the total number of resold and UNE-P replacement lines obtained from AT&T and Verizon in California has decreased approximately 28% between 2008 and 2013, that percentage is much smaller than the percentage decrease in the national total (35.27%).
- In its 2016 competition analysis, the California Public Utilities Commission ("CPUC") analyzed the role of UNEs, and of CLECs that are using them to evolve from serving customers over leased last-mile loops to self-deploying fiber loops. The CPUC also noted that these CLECs, while relatively small in terms of market share, are important because "the question of whether new, facilities-based wireline companies can enter the market is a significant one, as it constitutes a test of the pro-competitive theory behind the 1996 Telecommunications Act and the URF decisions."⁶ CALTEL also noted the irony that witnesses for some members of USTelecom, as well as legal briefs by the ILEC-cable-wireless coalition, relied heavily in that proceeding on an (overstated) assertion of an unfettered availability of UNEs in order to prop up their claims of robust and widespread competition.
- A key factor in the Commission's consideration of the competitive impact of eliminating UNEs will need to be the assessment of current barriers to deployment of last-mile fiber loops by non-cable competitive providers, especially access to utility poles. While the Commission has adopted rule changes focused on the goal of streamlining pole access, those rules do not apply in the 20 states like California that have "opted out" of Commission regulation of pole attachments.

⁶ D.16-12-025, Decision Analyzing the California Telecommunications Market and Directing Staff to Continue Data Gathering, Monitoring and Reporting on the Market ("*CPUC 2016 Competition Decision*"), issued in I.15-11-007, Order Instituting Investigation into the State of Competition Among Telecommunications Providers in California, and to Consider and Resolve Questions Raised in the Limited Rehearing of Decision 08-09-042 ("*CPUC 2016 Competition Proceeding*"), issued December 8, 2016 at p. 65, available at

<http://docs.cpuc.ca.gov/PublishedDocs/Published/G000/M171/K031/171031953.pdf>.

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- Even though the CPUC determined in its competition decision that “competitive bottlenecks and barriers to entry, including lack of access to poles, conduit and other legacy network infrastructure, limit new entrants and may raise prices for some telecommunications services above efficiently competitive levels,”⁷ and that a proceeding should be opened within nine months to address competitive access to poles and conduit, that 2017 proceeding has stalled and no meaningful updates to wireline pole attachment rules have been adopted since 1998.
 - The Commission’s existing rules, especially those governing copper retirements, incorporate a natural elimination of unbundling obligations for DS0 loops. In California, AT&T and Frontier have chosen to retire only a handful of copper loops, which despite accelerated fiber deployment by both ILECs and CLECs, continue to be used to provide voice and broadband services to millions of California consumers and businesses. Prematurely cutting off CLEC access to UNE loops would create incentives for the ILECs to squeeze more profits from their copper networks and disincentives for them to accelerate fiber deployment. Nonetheless, CALTEL’s members are acutely aware of the imperative to deploy fiber before copper facilities are retired.

As discussed further below, the comments of other parties provide additional support for CALTEL’s conclusions. In addition, several parties noted that not only does the Petition provide no evidence for its assertion that UNE rates are “artificially low,”⁸ i.e. below cost, USTelecom does not explain why its members have not exercised their right to request new cost proceedings at the state level to remedy that alleged problem. As CALTEL explains further below, in California not only have AT&T and Frontier chosen not to do so, they voluntarily entered into settlement agreements with CALTEL that either froze CPUC-adopted rates, or that adjusted them annually based on a negotiated price cap formula indexed to the rate of inflation.

On the Section 271 forbearance issues, CALTEL noted:

⁷ *Id.* at Finding of Fact 24 (p. 189).

⁸ Petition at p. 23.

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- The Petition lacks the information needed to understand the practical impacts that granting this request would have on competitive pole access in California. As CALTEL showed, the generalized national data in the Petition does not comport with the significantly high number of poles in California over which AT&T exercises a great deal of control. The Petition also relies on the Commission’s pole attachment rules without providing evidence that rules in “reverse preemption” states like California provide the same protections.

As described further below, CALTEL was not alone in opposing this request as well.

II. DISCUSSION

A. The Comments of Other Parties Provide Support for CALTEL’s Conclusions Regarding the Petition’s UNE and Section 251(c)(4) Resale Forbearance Request

1. UNEs, Especially DS0 Loops and Dark Fiber Transport, and Avoided Cost Resale Play an Important Role in Enabling Competition and Competitive Choice

a) 2-Wire (DS0) Loops

In its comments, CALTEL stated that in California CLECs utilize nearly half a million UNE loop arrangements, 93% of which are 2-wire bare copper DS0 loops that provide critical last-mile facilities to deliver competitive voice and broadband services to business and residential customers. CALTEL described how some of its members utilize DS0 loops, and other parties offered supporting evidence of the importance of this key UNE in providing high-speed broadband services today and fueling the deployment of even faster and competitively-priced fiber-based services in the future.

For example, INCOMPAS described how CLECs use DS0 loops (and sub-loops and EELs) to provide broadband services that are faster than those of their ILEC and cable competitors or are otherwise unavailable to customers in certain geographic areas

or market niches.⁹ California CLEC Sonic Telecom stated that as of the most recent FCC broadband deployment data, it was the only fiber-based provider in 342 of the census blocks where it had deployed a fiber network, and the only provider of fixed terrestrial broadband services in two California census blocks using copper loops that the ILEC does not even use itself for broadband.¹⁰ And where both Sonic and the ILEC are still utilizing copper facilities to provision broadband, Sonic offers faster broadband service than AT&T in nearly all of the census blocks Sonic serves.¹¹

Sonic and other parties note that this is because of the unique ability to customize and control services offered through DS0 loops via CLEC-deployed electronics, as well as the use of “bonded pairs.”¹² As INCOMPAS points out, this means that DS0 loops can be used to deliver Ethernet services even where ILEC central offices are not Ethernet-enabled.¹³ TPx adds that that “absent unbundling, approximately 74 percent of TPx’s nearly 14,000 EoC (Ethernet over Copper) customer locations could be deprived of access to broadband—in some cases not just competitively priced broadband, but any broadband—because it may not be feasible to build fiber to serve the SMB locations at

⁹ Opposition of INCOMPAS, FISPA, Midwest Association of Competitive Communications, and the Northwest Telecommunications Association, dated August 6, 2018 (“INCOMPAS Opposition”), at pp. 14-15.

¹⁰ Opposition of Sonic Telecom, LLC to Petition for Forbearance of USTelecom, dated August 6, 2108 (“Sonic Opposition”), at pp. 7-8.

¹¹ Declaration of William P. Zarakas, at ¶¶ 20-21, Fig. 2, attached to INCOMPAS Opposition.

¹² Sonic Opposition at pp. 13-14. *See also* Opposition of U.S. TelePacific Corp., Mpower Communications Corp., and Arrival Communications, Inc., dated August 6, 2018 (“TPx Opposition”), at pp. 18-19.

¹³ INCOMPAS Opposition at p. 4.

their current bandwidth levels.”¹⁴ TPx also explains that DS0 loops (as well as wholesale platform services and avoided-cost resale) are used to provide niche services that are not compatible with fiber (such as fax and alarm lines) or that are in demand from specialized customer niches (such as remote locations of multi-location business customers, schools, healthcare providers, non-profit and community anchor institutions).¹⁵

In particular, the comments supported CALTEL’s conclusion that DS0 loops are critical to the deployment of CLEC fiber. As Sonic explained:

Investment in fiber is highly capital intensive. To acquire the necessary capital, any provider must have a reliable stream of revenue. By using UNEs to provide service (and receive revenue), a competitive provider has a chance to obtain the capital needed for the one-time up-front costs to deploy fiber last-mile facilities. The loss of critical UNEs would limit or shut down Sonic’s ability to serve *current* customers, as well as to add additional customers near to current customers that will help make additional fiber deployments economically feasible. As a result, Sonic would be less able to attract the capital needed to deploy its own fiber facilities—which is its ultimate goal for all customers.¹⁶

Another key point made by a number of parties is the lack of a commercially-available comparable substitute for copper DS0 loops. For example, INCOMPAS stated that “there is no wholesale product in the market today that is a substitute for a two-wire or four-wire loop...carriers that purchase these UNEs cannot obtain the same functionality from a special access line, because they cannot add their own electronics to

¹⁴ TPx Opposition at p. 21.

¹⁵ TPx Opposition at pp. 2-3, 17-18.

¹⁶ Sonic Opposition at p. 17. See also INCOMPAS at p. 4 (UNEs “allow CLECs to build their customer base until they have a sufficient base to support extending their own fiber either to the remote terminal or to the customer premises.”)

offer a better service.”¹⁷ Sonic states that “bare copper loops are an entirely different product than leased lit circuits or resale...with bare xDSL-conditioned copper loops, Sonic and other CLECs can deploy their own modern electronics to offer POTS and achieve truly high-speed broadband services –50 Mbps using bonded copper pairs.”¹⁸ TPx and the Wholesale Voice Coalition challenge USTelecom to at least identify, if not “develop and market now,” the commercial arrangements that it claims will be available to CLECs following any grant of forbearance.¹⁹

b) Interoffice Dark Fiber

In its comments, CALTEL stated that although total quantities may not be significant, the importance of interoffice dark fiber to provide backhaul and to connect last-mile and middle-mile networks of competitive providers together cannot be overstated. Other parties agreed, and some noted that the Petition did not even

¹⁷ INCOMPAS Opposition at p. 7.

¹⁸ Sonic Opposition at p. 9.

¹⁹ TPx Opposition at p. 6 and p. 23. *See also* Opposition of Access Point, Inc.; BullsEye Telecom, Inc., Matrix Telecom, LLC dba Impact Telecom; New Horizon Communications Corp.; and Xchange Telecom LLC (“Wholesale Voice Coalition”), dated August 6, 2018, at pp. 5-6 (“Wholesale Voice Coalition Opposition”): “USTelecom’s petition fails to acknowledge that there is no available substitute for the DS0 loop. Compounding this defect, the petition is devoid of details regarding any replacement commercial services and prices the ILECs plan to make available if the petition is granted. Absent this information it is impossible for the Commission to conduct a meaningful cost-benefit analysis.”

specifically mention this particular UNE, let alone provide evidence why it should be eliminated.²⁰

As with DS0 loops, parties discussed the lack of commercially available comparable substitutes for dark fiber transport UNEs. For example, Sonic explained:

Similarly, there are no available wholesale alternatives that match the quality, flexibility, and price of the interoffice dark fiber UNE. Sonic uses its own electronics to obtain up to 240 Gbps over a single pair of dark fiber interoffice transport UNEs today and has plans to more than double that capacity by deploying new electronics. Leased lit fiber services by contrast, support nothing like those speeds. AT&T's Ethernet service, for example, provides only 100 Gbps—a fraction of the capacity Sonic achieves, yet these lit services are hundreds of times more expensive than interoffice dark fiber UNEs. Using ILEC retail transport services also puts the incumbent's equipment into the path of traffic, reducing reliability and Sonic's ability to design, manage and troubleshoot the transport network. Deployment of new (overbuilt) interoffice fiber that can match what Sonic achieves off the ILEC's spare unlit fibers would be prohibitively expensive. Sonic estimates that to deploy new interoffice fiber to replace the existing interoffice network it has lit using dark fiber interoffice transport UNEs would cost more than \$580 million—far more than a CLEC of Sonic's size can afford to take on and a wasteful use of resources to replace existing and otherwise excess facilities.²¹

c) Section 251(c)(4) Resold Services

With regard to avoided-cost resale, CALTEL stated its importance in providing options in areas where commercial wholesale platform agreements are not available, and in providing features that are excluded in those agreements (*e.g.*, Centrex, ISDN, PBX, and BRI) or to deliver a more competitively-priced offering to low-usage and low- or no-feature requirement (, measured, alarm, and fax) lines and business customers.

²⁰ INCOMPAS Opposition at p. 5 (“USTelecom wholly ignores the role that UNE interoffice dark fiber plays in supporting rural fiber deployment, as well as the other competitive alternatives in rural areas.” *See also* INCOMPAS Opposition at p. 14.

²¹ Sonic Opposition at p. 10. *See also* INCOMPAS Opposition at p. 7.

The comments of other parties confirm CALTEL's conclusions.²²

2. Other Parties Agree that the Lack of Geographic and Market-Specific Analysis and Data Is a Fatal Flaw

In its comments, CALTEL showed that the trends and conclusions asserted by USTelecom in the Petition, and by USTelecom's economic experts in Appendix B, are counter to the reality in California. Using the same FCC reports and public data that USTelecom relied upon, CALTEL explained that the number of UNE loops provided by AT&T and Frontier in California not only did not decrease by more than half since 2005 as USTelecom claims is true for the nation, they *increased* by 15%. Moreover, California's percentage of the national total of UNE loops nearly doubled since 2005. And USTelecom's blanket dismissal regarding the use of UNEs to serve residential customers is not accurate in general,²³ and certainly not for California. Finally, while the total number of resold and UNE-P replacement lines obtained from AT&T and Verizon in California has decreased approximately 28% between 2008 and 2013, that percentage is much smaller than the percentage decrease in the national total (35.27%).

Many Other parties opposing the Petition criticized its failure to take into account geographic as well as other market-specific factors and differences. As INCOMPAS noted:

²² See, e.g., INCOMPAS Opposition at p. 6 ("Avoided cost resale enables the provision of products tailored to the needs of multi-location businesses that demand reliable, low bandwidth service. Importantly, traditional TDM-based business telephone services remain vital to business and government users.") See also Wholesale Voice Coalition Opposition at p. 28.

²³ See INCOMPAS Opposition at pp. 18-19.

Like politics, telecommunications competition is local. Competitive choices in New York City do not provide any basis for assessing communications competition in Kansas, especially rural Kansas. Indeed, unless service can be expanded at relatively low costs with few operational barriers, competitive service at one location may not even be informative as to the competitive choices available to a neighbor a short distance away...USTelecom, in its Petition, ignores this local variation in competitive conditions, seeking “one-size-fits-all” forbearance, as if the country had “one-size-fits-all” communications competition.²⁴

This fatal flaw extends to the economic analysis attached to the Petition. As Public Knowledge observes, “among other deficiencies, this study again treats all markets across the United States as if they had equal levels of investment, market access, competition and deployment outcomes.”²⁵

Finally, and importantly, the CPUC exposed the Petition’s misleading reliance on prior Commission decisions in this regard:

USTelecom writes: “A showing that the provisions at issue are ‘outdated and harmful *as a general matter*’ permits a finding that the requirements ‘are *entirely unnecessary* in all geographic markets. The quoted portions of that sentence come from an order disposing of one of USTelecom’s earlier forbearance petitions. As USTelecom fails to note, but as the *2015 USTelecom Forbearance Order* made clear, that was merely USTelecom’s argument there, just as it is here. USTelecom is trying to put its own words in the Commission’s mouth.”²⁶

²⁴ INCOMPAS Opposition at pp.2-3. *See also* INCOMPAS Opposition at pp. 36-37, Sonic Opposition at pp. 12-13, TPx Opposition at pp. 12-13, Wholesale Voice Coalition Opposition at p. 9, Opposition of Public Knowledge, the Benton Foundation, Next Century Cities, New America’s Open Technology Institute, and the National Hispanic Media Coalition, dated August 6, 2018 (“Public Knowledge Opposition”) at pp. 14-15, and Comments of the California Public Utilities Commission, dated August 6, 2018 (“CPUC Comments”) at pp. 7-10.

²⁵ Public Knowledge Opposition at p. 22.

²⁶ CPUC Comments at p. 8.

3. The CPUC Agrees That Granting the Petition Would Harm the California Market, and Other Parties Identified Parallels to ILECs' Bait-and-Switch Advocacy in the CPUC's Competition Proceeding

CALTEL's opening comments also discussed determinations made by the California Public Utilities Commission in its 2016 competition analysis. In that proceeding, the CPUC analyzed the role of UNEs, and of CLECs that are using them to evolve from serving customers over leased last-mile loops to self-deploying fiber loops. The CPUC also noted that these CLECs, while relatively small in terms of market share, are important because "the question of whether new, facilities-based wireline companies can enter the market is a significant one, as it constitutes a test of the pro-competitive theory behind the 1996 Telecommunications Act and the URF decisions."²⁷

The CPUC extensively discussed the results of its 2016 analysis in its comments on the Petition.²⁸

CALTEL also noted the irony that witnesses for some members of USTelecom, as well as legal briefs by the ILEC-cable-wireless coalition, relied heavily in that CPUC proceeding on an (overstated) assertion of an unfettered availability of UNEs in order to prop up their claims of robust and widespread competition. And it is certainly true that the CPUC relied to some degree on the

²⁷ CPUC 2016 Competition Decision at p. 65.

²⁸ CPUC Comments, throughout.

ILECs' representations to reach its determinations about the role of UNEs in providing current and future competition.²⁹

This phenomenon parallels instances identified by other parties where this Commission has similarly relied on claims regarding the unfettered access to UNEs to grant previous ILEC requests for deregulation. As TPx observes:

It would be arbitrary and capricious to end incumbent LECs' few remaining section 251 legacy loop unbundling obligations when the Commission repeatedly relied on the availability of UNEs to justify prior forbearance and regulatory reforms. One year ago, the Commission relied on the "medium term" of "several years" to ensure that incumbent LEC BDS rates would remain just and reasonable after regulation. As the Commission found, "the use of UNEs, where available, allow competitors to effectively compete in lower bandwidth services." Without continued loop unbundling obligations, there will be no UNE competition on which the BDS findings rely.³⁰

TPx and the Wholesale Voice Coalition cited other prior Commission orders, include the *Enterprise Broadband Order* and the *Section 271 Broadband Forbearance Order*, that similarly "relied on UNEs to ensure just and reasonable rates."³¹

4. Other Parties Agree That Barriers to Deployment of Last-Mile Fiber Loops, Specifically Access to Utility Poles, is a Key Factor to Determining the Competitive Impact of Eliminating UNEs

In its comments, CALTEL explained that a key factor in the Commission's consideration of the competitive impact of eliminating UNEs will need to be the

²⁹ *Id.* at p. 15.

³⁰ TPx Opposition at pp. 27-28.

³¹ *Id.* at p. 28. *See also* Wholesale Voice Coalition Opposition at pp. 26-27, INCOMPAS Opposition at pp. 9-10, 60-61.

assessment of current barriers to deployment of last-mile fiber loops by non-cable competitive providers, especially access to utility poles.

The comments of other parties overwhelmingly supported this conclusion. For example, INCOMPAS stated:

Competitive providers' experiences confirm that significant barriers remain that make entry uneconomic, and that access to UNEs helps overcome these barriers. For example, ILEC control of utility poles continues to be an impediment to competitive providers' ability to deploy last-mile facilities, which requires timely access to a large number of poles.³²

Sonic discusses its own challenges with gaining access to utility poles in San Francisco where "pole owners (including AT&T) have declared 8 percent of poles to be over capacity and will not permit Sonic to reinforce these poles so that it can attach its own fiber facilities."³³

The Electronic Frontier Foundation ("EFF") astutely observes:

No ISP business with a serious eye to the 21st century of communications would realistically plan on a copper network (or a coaxial network for that matter), with all of its limitations and expenses, as a means to deploy high-speed networks. Rather, every ISP with a goal of deploying networks designed for the future is building FTTH. The barrier for these ISPs to pursue FTTH has little to do with reliance on UNEs, as the agreements are essential for CLECs to gain a foothold in a targeted market for FTTH deployment. Rather the high sunk costs involved in building the infrastructure and related civil works costs are the main challenges to any ISP that pursues FTTH.³⁴

EFF's reference to CLECs' "reliance on UNEs" rebuts USTelecom's assertion that over-reliance on low-priced UNEs is the only factor preventing competitive

³² INCOMPAS Opposition at p. 26.

³³ Sonic Opposition at p. 19.

³⁴ Electronic Frontier Foundation's Comments Regarding USTelecom Petition for Forbearance, dated August 6, 2018 ("EFF Comments"), at p. 2.

providers from accelerating deployment of fiber loops. In its comments, CALTEL observed that USTelecom was “essentially claim(ing) ‘they could if they would,’ whereas CALTEL’s advocacy before the CPUC shows that the opposite is true.”³⁵ Public Knowledge similarly criticized the underlying assumptions in the economic analysis attached to the Petition, stating that it “simply assumes that the Commission’s forbearance is all that stands in the way of competitive service providers building out their own networks.”³⁶

Although contained in the discussion of the Petition’s request for Section 271 pole access forbearance, Public Knowledge’s observation about the contradictions in USTelecom’s pole access advocacy apply equally to the UNE forbearance request:

Gaining reasonable and timely access to rights-of-way is one of the biggest impediments to deploying broadband facilities. In other contexts, the BOCs have complained exhaustively about how “aggressive demands” from some infrastructure owners “erect significant barriers that can either prevent or substantially delay these deployments.” But in its latest forbearance petition, USTelecom appears to contend that concerns about the investment-sapping potential of artificial barriers to entry by infrastructure owners somehow do not apply when USTelecom’s member companies control the relevant infrastructure resources and stand to benefit from postponing or preventing market entry. The argument is not sustainable and should be denied.³⁷

CALTEL also observed that while this Commission has adopted rule changes focused on the goal of streamlining pole access, those rules do not apply in the 20 states like California that have “opted out” of Commission regulation of pole attachments. When EFF states that “the FCC’s most recent decision to streamline pole attachments

³⁵ CALTEL Comments at p. 34.

³⁶ Public Knowledge Opposition at p. 23.

³⁷ *Id.* at p. 10.

under its ‘one touch make ready Order’ (as) only a first step in boosting fiber,”³⁸

CALTEL notes that even this “first step” is not available in reverse-preemption states like California.

In its comments, CALTEL also shared its disappointment with the lack of progress made on the pole and conduit issue in the CPUC’s 2017 rulemaking. Nonetheless, CALTEL also stated that it hoped that proceeding would get underway very soon. While the Assigned Commissioner issued a scoping memo and ruling several days after CALTEL’s comments were filed, it now confirms that no progress on competitive access issues will be made this year.

At first reading, this CPUC Pole Ruling appears to finally move forward with addressing the competitive access issues that CALTEL has been describing in its comments and prehearing conference statements for more than a year. The Ruling appropriately identifies the scope of the rulemaking phase of the proceeding to address “(1) proposed Right of Way rule amendments; (2) cumulative safety impacts; (3) cumulate(sic) competitive impacts; (4) municipal and smart grid issues; and (5) joint pole association or committee issues.”³⁹ The Ruling contains nearly ten pages of detailed questions for the parties to respond to. But those responses are not due until the day after

³⁸ EFF Comments at p. 8.

³⁹ Assigned Commissioner’s Scoping Memo and Ruling, I.17-06-027/R.17-06-028, issued August 8, 2018, at p. 11, available at <http://docs.cpuc.ca.gov/PublishedDocs/Efile/G000/M220/K441/220441510.PDF> (“CPUC Pole Ruling”, or “Ruling”).

Christmas (December 26, 2018), at the earliest.⁴⁰ Moreover, although the schedule in the Ruling provides for a workshop and multiple rounds of comments on the Phase I Order Instituting Investigation (“OII”) database issues, there is only a single comment date provided for the Order Instituting Rulemaking (“OIR”) issues, and it is the OIR in which the competitive pole and conduit access issues are to be addressed.

As for workshops, the Ruling bewilderingly states that no workshops will be scheduled for the OIR Phase, except perhaps in conjunction with Public Participation Hearings.⁴¹ And CALTEL is also disappointed by the Assigned Commissioner’s decision to deny the multi-party motion filed by CALTEL, CTIA and pole owners on February 8, 2018 to hold collaborative workshops to address pole and conduit access issues.

In comments that are due September 7, 2018, CALTEL will request that the CPUC’s Assigned Commissioner reconsider his determinations regarding the prioritization and schedule to address competitive pole and conduit access issues. In the meantime, CALTEL reiterates that an assessment of barriers to fiber deployment is a key factor that this Commission must take into account while considering USTelecom’s request to eliminate access to UNEs, and especially with respect to the issue of pole and conduit access, one that cannot be accomplished without analyzing pole and conduit access rules and regulations at the state level.

⁴⁰ *Id.* at p. 21 (comments on OIR questions are due 140 days after issuance of the Ruling on August 8, 2018, assuming the workshop and other work activities take place in the identified timeframes).

⁴¹ Ruling at p. 6.

5. Other Parties Agree that the Commission’s Existing Rules, Including Rules Governing Copper Retirement, Incorporate a Natural Elimination of Unbundling Obligations for DS0 Loops

In its comments, CALTEL noted that the Commission’s existing rules, especially those governing copper retirements, incorporate a natural elimination of unbundling obligations for DS0 loops. In California, AT&T and Frontier have chosen to retire only a handful of copper loops, which despite accelerated fiber deployment by both ILECs and CLECs, continue to be used to provide voice and broadband services to millions of California consumers and businesses. Prematurely cutting off CLEC access to UNE loops would create incentives for the ILECs to squeeze more profits from their copper networks and disincentives for them to accelerate fiber deployment. Nonetheless, CALTEL’s members are acutely aware of the imperative to deploy fiber before copper facilities are retired.

Many other parties agreed. For example, INCOMPAS observed:

Current rules give ILECs a path out of UNE loop unbundling requirements: when ILECs deploy fiber and retire copper, their obligation to unbundle DS0 loops, and potentially DS1 and DS3 loops, ends. This “natural forbearance” already built into the UNE rules give both ILECs and CLECs an incentive to deploy fiber rapidly—for the ILEC so that it can end loop unbundling obligations and for the CLEC so that it can have a way to serve its customers when the ILEC retires the copper loop.⁴²

Other parties make the same observation.⁴³ Sonic elaborates on the “artificial deadline” that this imposes on CLECs:

⁴² INCOMPAS Opposition at p. 9.

⁴³ See, e.g., Sonic Opposition at pp. 21-22, TPx Opposition at pp. 9-10, Wholesale Voice Coalition Opposition at pp. 4-5 (“Indeed, the Commission, beginning with the Triennial Review Order (“TRO”), recognized that fiber deployment would not occur uniformly across the country in 2003 and adopted a formula for ILEC relief from unbundling

Indeed, forbearance from the unbundling obligations would erect an artificial deadline by which time CLECs can no longer use UNE loops. As the rules already provide, the loop unbundling requirements dissolve when the ILEC retires its copper loops. The ILECs have not been undertaking copper retirements on a territory-wide basis. The ILEC plans its transition to fiber months or years in advance, and no large ILEC plans to transition its entire network to fiber at once. Yet USTelecom's petition seeks to impose on CLECs what the ILECs would never do—transition their entire networks off of copper all at once by a date certain. This is neither feasible nor practical—the construction and engineering resources simply do not exist to allow CLECs to deploy a full fiber network in every market, all at once. The deployment of fiber is capital intensive; it is highly doubtful that CLECs could all raise the necessary financing to deploy fiber to their entire UNE-served service area all at once (assuming there is a business case for fiber deployment). This type of transition is not in the public interest and is at odds with how the ILECs approach fiber deployment in their own networks.⁴⁴

Moreover, TPx asserts that “there are better alternatives available to USTelecom’s membership”⁴⁵ than the instant request. In addition to availing themselves of the natural forbearance contained in the Commission’s current rules, TPx suggests that the ILECs can “file petitions with state public utility/service commissions if they believe UNE pricing levels should be adjusted.”⁴⁶

6. California ILECs Have Had Multiple Opportunities to Adjust UNE Rates, and Have Repeatedly and Voluntarily Entered into Settlement Agreements with CALTEL that Either Froze

obligations—where the ILEC retired copper loop plant and replaced it with fiber, the ILEC’s fiber-based network, whether fiber to the premise, curb or node, would be free from the 251(c)(3) obligations applicable to the copper networks...now the ILECs seek to get the benefit of that bargain—more regulatory relief—without holding up their end of the deal and deploying fiber networks. Any ILEC can eliminate its copper loop unbundling requirement by deploying fiber and retiring the copper—even where a CLEC is using that copper to serve customers. It would be folly for the Commission to afford ILECs even broader regulatory relief without their moving any dirt to deploy fiber.”)

⁴⁴ *Id.* at p. 22.

⁴⁵ TPx Opposition at p. 6.

⁴⁶ *Id.* at p. 9.

CPUC-Adopted Rates or Adjusted Them Based on a Negotiated Price Cap Formula

INCOMPAS also discusses USTelecom's complaints about "artificially low"

UNE rates:

The record also does not support the Petition's assertion that UNE rates everywhere are "artificially low." If the Petition is arguing that existing rates are below what they should be under the Commission's rules, i.e., below cost, the appropriate remedy is to seek different rates before the appropriate state utilities commission based on evidence of costs. If instead the Petition is arguing that current UNE rates are below what the ILECs would be able to charge competitive providers for a comparable service, that begs the question of whether those rates would be just and reasonable if UNE-based competition were not available. Under either of these interpretations, there is no evidence that UNE rates are too low on a nation-wide basis.⁴⁷

CALTEL agrees and notes further that there is even less evidence that such an assertion is true at the individual state level. The facts for California explicitly show otherwise.

UNE rates for California were set by the CPUC based on the pricing standard (TELRIC) adopted by the Commission, and as in many states, the history of changes to these rates over the past 20 years is fairly complicated. Initial rates for most UNEs offered by Pacific Bell were adopted in 1997 in the first Section 252 Interconnection Agreement arbitrations. This was followed by a 1999 decision, D.99-11-050, adopting monthly recurring and non-recurring rates for most UNEs. Pacific Bell's (now AT&T California's) rates were adjusted numerous times over the next six years, most notably as a result of a "UNE re-examination" application, A.01-02-024, filed by CLECs (notably AT&T and MCI) in 2001. In 2002, the CPUC decided to adopt significantly lower

⁴⁷ INCOMPAS Opposition at p. 69 (footnote omitted).

interim rates for a subset of key UNEs, including two-wire loops, while the reexamination was pending.

In September 2004, the CPUC adopted permanent rates for those UNEs included in the reexamination. This was a contentious proceeding, and in addition to the ALJ's Proposed Decision there were three Alternate Proposed Decisions issued by CPUC Commissioners. The setting of UNE rates for GTE California, which was acquired by Verizon, followed a separate but similar path. Permanent rates were adopted in March 2006.

In early 2005, SBC and Verizon announced planned acquisitions of the two largest CLECs, AT&T and MCI, respectively. The CPUC opened proceedings to assess the impact of these mergers, and CALTEL participated. In those proceedings, CALTEL argued that the post-merger CLEC industry could no longer afford to invest significant resources in participating in cost proceedings to revisit and adjust UNE rates every three years, and proposed adoption of a price cap mechanism instead. The proposed price cap mechanism was borrowed from the FCC's switched and special access regulatory regimes, and based rate adjustments on annual inflation less an industry-specific productivity factor.

The CPUC declined to adopt CALTEL's proposal as a condition of approving the mergers (although UNE rates were temporarily frozen), but when CALTEL re-introduced the proposal in the Verizon UNE cost setting proceeding (which included the issue of reexamination of rates for both major ILECs), SBC California (now renamed AT&T California) and Verizon were encouraged to negotiate settlement agreements to determine

how UNE rates might be adjusted going forward without holding resource-intensive cost proceedings every three years as originally contemplated by the FCC. Settlement discussions were successful, and in early 2009 the CPUC adopted these settlement agreements. The agreement with AT&T ran for seven years and adjusted UNE rates based on inflation subject to an upper and lower cap. The agreement with Verizon did not adopt a price cap mechanism, and simply froze UNE rates for six years.

Finally, in 2015, in anticipation of the AT&T agreement's expiration, CALTEL and AT&T negotiated a new agreement that reduced UNE rates for 2016 one final time (by 1% from 2015 rates), and thereafter freezes rates through 2020. CALTEL also negotiated a three-year rate freeze with Frontier as part of its settlement agreement in the Verizon/Frontier acquisition proceeding.

While CALTEL is not surprised to learn that USTelecom and its ILEC members believe that UNE rates are too low, in California at least, they have had multiple opportunities to remedy any such claimed concern. Indeed, in addition to the ability to negotiate a different indexing mechanism in both 2009 and 2015, both California ILECs agreed to a key term and condition that explicitly provided that if either sought to terminate the agreements at the end of the initial or renewal terms, it would “provide a statement of whether it intends to file a request for cost proceeding with the CPUC and the anticipated date for such a filing.”⁴⁸

⁴⁸ See, e.g., Attachment 1 hereto, AT&T Advice Letter 44894, Amendment for 2016 through 2020 Modified UNE Rates, dated October 1, 2015, at Settlement Agreement ¶3 (“The Term of this Settlement Agreement is from January 1, 2016 through and including December 31, 2020 [‘Initial Term’]. Thereafter, the Settlement Agreement shall continue for one or more Renewal Terms, each on a three year basis unless notice is given by

The current AT&T agreement expires on December 31, 2020, and AT&T is permitted to file a request for a cost proceeding with the CPUC one year prior to that.⁴⁹ The current Frontier agreement expires January 1, 2019.⁵⁰ Therefore, for California at least, any complaints about “artificially low” UNE rates should be disregarded, because both AT&T and Frontier have repeatedly and voluntarily entered into settlement agreements with CALTEL that either froze CPUC-adopted rates or adjusted them annually based on a negotiated price cap formula indexed to the rate of inflation.

B. Public Knowledge’s Comments Reinforce CALTEL’s Concerns Regarding USTelecom’s Request for Forbearance from the Obligations of Section 271(c)(2)(B)(iii)

either Party to terminate at least 6 months in advance of the conclusion of the Initial Term or any Renewal Term. In the event that AT&T seeks to terminate under this provision, in addition to the notice, AT&T will also provide a statement of whether it intends to file a request for cost proceeding with the CPUC and the anticipated date for such a filing. AT&T may not file a request for a cost proceeding with the CPUC until one year prior to the end of the Initial Term or Renewal Term, and only after notice consistent with this provision.”)

⁴⁹ *Id.*

⁵⁰ D.15-12-005, Decision Granting Application Subject to Conditions and Approving Related Settlements, In the Matter of the Joint Application of Frontier Communications Corporation, Frontier Communications of America, Inc.(U5429C), Verizon California, Inc. (U1002C), Verizon Long Distance LLC (U5732C), and Newco West Holdings LLC for Approval of Transfer of Control Over Verizon California, Inc. and Related Approval of Transfer of Assets and Certifications, A.15-03-005, dated December 3, 2015, at Appendix A (Settlement Agreement of Frontier and the Joint CLECs) at ¶6 (“Rates for Unbundled Network Elements offered pursuant to Section 251(c)(3), and rates for 251(c) facilities or arrangements offered pursuant to an Interconnection Agreement in effect as of Closing shall not be increased by Frontier during the Extended Term. Frontier will be permitted to advise the Commission that it plans to seek a rate increase in these rates no earlier than one year after Closing. Nothing herein shall be construed to prevent CALTEL, or any Joint CLECs from intervening and opposing such a request.”) and Legal Term B (“Unless expressly provided herein the obligations under the Settlement Agreement expire January 1, 2019.”)

Finally, in its comments CALTEL stated that the Petition lacks the information needed to understand the practical impacts that granting USTelecom's request for forbearance from the obligations of Section 271(c)(2)(B)(iii) would have on competitive pole access in California. CALTEL showed that the generalized national data in the Petition does not comport with the significantly high number of poles in California over which AT&T exercises a great deal of control. The Petition also relies on the Commission's pole attachment rules without providing evidence that rules in "reverse preemption" states like California provide the same protections.

Public Knowledge *et al.* opposed this request as well.⁵¹ Public Knowledge states that "preserving the Commission's authority under section 271(c)(2)(B) to ensure reasonable access to rights-of-way is one of the single most important steps the Commission can take to accelerate broadband deployment, increase broadband investment in the United States, and close the digital divide."⁵² CALTEL agrees, and notes that this tool is arguably even more important for reverse preemption states like California.

III. CONCLUSION

The comments of other parties support CALTEL's conclusions with regard to USTelecom's requests for forbearance. As stated in CALTEL's separate response to

⁵¹ Public Knowledge Opposition at pp. 10-13.

⁵² *Id.* at pp. 12-13.

INCOMPAS' motion for summary denial, the Commission should find that USTelecom's petition does not meet the statutory criteria for forbearance. In any event, the Commission should reject USTelecom's request to eliminate continued access to UNEs and Section 251(c)(4) avoided cost resale.

With regard to UNE loop arrangements and dark fiber transport, USTelecom's request is premature, unsupported with data that demonstrates that trends and conclusions are indeed consistent nationwide, inconsistent with the Commission's fiber deployment goals, and unnecessary in light of the already-existing ability of ILECs to discontinue unbundling obligations for DS0 loops via the Commission's copper retirement rules. With regard to Section 251(c)(4) resale, USTelecom's request is unsupported with data that demonstrates that trends and conclusions are indeed consistent nationwide, and granting that request would immediately disrupt the ability of wholesale commercial platform customers to fulfill contractual obligations, including the delivery of some features and functionality, to their end-user business customers. The Commission should also reject USTelecom's request to forbear from their obligations pursuant to Section 271(c)(2)(B)(iii) unless more information is provided.

Respectfully submitted,

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Facsimile: 415-394-7505
Email: steve.bowen@bowenlawgroup.com
Counsel for CALTEL

September 5, 2018

Attachment 1

AT&T/CALTEL 2015 UNE Rate Settlement
Agreement

CALIFORNIA PUBLIC UTILITIES COMMISSION Advice Letter Filing Summary Sheet (PAL)		(Date Filed / Received Stamp by CPUC Industry Division) Date AL served on parties: October 1, 2015	
Company Name: AT&T California		CPUC Utility Number <u>U -1001-C</u>	
Address: 430 Bush Street, 1st Floor		<input type="checkbox"/> GRC-LEC <input checked="" type="checkbox"/> URF-Carrier <input type="checkbox"/> Other	
City, State, ZIP: San Francisco, CA 94108		<input type="checkbox"/> Commission Resolution Requested <input type="checkbox"/> Carrier of Last Resort (See D.96-10-066)	
Filing AL #: 44894	Requested Effective Date: January 1, 2016	AL Tier I <input type="checkbox"/> II <input type="checkbox"/> III <input checked="" type="checkbox"/>	
Name:		Email Address:	Phone No.:
Filer: Richard Howell		regtss@att.com	(415) 778-1299
Certif.:		regtss@att.com	(415) 778-1299
			No. Tariff Sheets:
(Name, email address & Phone and FAX numbers <u>are Required for "Filer"</u>)			
Tariff Schedules: _____		Keyword: Interconnection Agreement	
For Contract Keyword, Type: Government <input type="checkbox"/> Other <input type="checkbox"/> Date Executed _____ Contract Total Rev (\$) _____			
Subject of filing: (Service(s) included) Amendment for 2016 through 2020 Modified UNE Rates.			
Authorization for filing: (Resolution #, Decision #, etc.) General Order 171			
Affected services: (Other services affected, pending or replacement AL filings) _____			
Rate Element(s) affected <u>and</u> % change: (Non-recurring and / or recurring) _____			
<input type="checkbox"/> Customer Notice Required (if so, please attach)			
Notes/Comments: (Other information & reference to advice letter, etc.) _____			
File Protest and/or Correspondence to: Director, Communications Division 505 Van Ness Ave., San Francisco, CA 94102 <u>and if you have email capability, ALSO email to:</u> TD_PAL@cpuc.ca.gov <u>Protest also must be served on utility:</u> (see utility advice letter for more information)		GRC-LEC = Cost of Service LEC Carrier URF-Carrier = Uniform Regulatory Framework Carrier (see D.06-08-030/D.07-09-019) OTHER = Wireless (CMRS) Carrier	
(FOR CPUC USE ONLY)			
<input type="checkbox"/> Resolution Required <input type="checkbox"/> Executive Action Resolution Req'd. <input type="checkbox"/> TD Suspension on: ____ / ____ / ____ <input type="checkbox"/> Comm. Suspension on: ____ / ____ / ____ Resolution No.: T - _____ Rev. 09/24/07		Supv. / Analyst _____ / _____ Due Date to Supv.: _____ Analyst Completion Date: _____ Supervisor Approval Date: _____ AL / Tariff Effective Date: _____ Notes: _____	



AT&T California
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San Francisco, CA 94108

regtss@att.com

www.att.com

October 1, 2015

U 1001 C
Advice Letter No. 44894

Public Utilities Commission of the State of California:

AT&T California ("AT&T") and the California Association of Competitive Telecommunications Companies ("CALTEL") jointly attach for filing a negotiated Interconnection Agreement Amendment to replace the current "Amendment – 2015 UNE Rates" in California. This filing is to submit for the Commission's approval, pursuant to General Orders ("G.O.s") 96-B and 171, an Interconnection Agreement Amendment pursuant to a Settlement Agreement entered into voluntarily by and between AT&T and CALTEL ("the Joint Parties"). This Interconnection Agreement Amendment and Settlement Agreement, attached to this advice letter, are submitted under the review procedure authorized in G.O. 96-B, Telecommunications Industry Rule 8.1, and G.O. 171 at Rule 4.3 addressing Approval of Agreements reached by Negotiation filed with the Commission pursuant to Section 252 of the Telecommunications Act of 1996 ("the Act"). Pursuant to Rule 7.3 of G.O. 96-B, the Joint Parties request an effective date of no later than 90 days from the date of filing.

The attached Settlement Agreement is submitted to replace the current UNE pricing settlement agreement between AT&T and CALTEL (on behalf of its members) that was approved in California Public Utilities Commission ("CPUC") Decision 09-02-017, and which is set to expire on December 31, 2016. The expiring Settlement Agreement established an indexing mechanism ("Indexing Settlement") for UNE pricing. AT&T and CALTEL wish to terminate the Indexing Settlement and replace it with the attached new Settlement Agreement, which lowers and then fixes UNE rates for a five year term.

Per the new Settlement Agreement, the UNE recurring rates will be reduced by 1 percent, effective January 1, 2016, and will remain fixed at those rates through and including December 31, 2020. The rates resulting from this reduction, and that will be in effect from January 1, 2016 through December 31, 2020, are set forth in Attachment 1 of the Settlement Agreement and the proposed Interconnection Agreement Amendment. In addition to the Settlement Agreement, the Joint Parties attach for filing the Amendment to the Interconnection Agreements between AT&T and the telecommunications carriers listed below necessary to effectuate the Settlement Agreement. If the new Settlement Agreement is not approved, AT&T requests that alternate Advice Letter No. 44895 (also filed this day) pursuant to the existing Indexing Settlement go into effect for the period January 1, 2016 through December 31, 2016.

AT&T and CALTEL have negotiated this Agreement in good faith, in accordance with the requirements of the Act. The Agreement meets the requirements of G.O. 171 Rule 2.18. Specifically, the Agreement does not discriminate against a telecommunications carrier not a party to the Agreement, its implementation is consistent with the public interest, convenience and necessity and the Agreement meets the Commission's service quality standards for telecommunications services and also meets the requirements of all other Commission rules, regulations and orders.

The Joint Parties request that the Commission approve the Agreement pursuant to G.O.s 96-B and 171 within 90 days.

Carrier Name

A+ Wireless, Inc.
 Access One, Inc
 Access Point, Inc.
 ACN Communications Services, Inc
 Advanced TelCom, Inc.
 Airespring, Inc.
 ALEC, Inc.
 Arrival Communications, Inc.
 Astound Broadband, LLC
 AT&T Corp.
 Backbone Communications, Inc.
 Bandwidth.com CLEC, LLC
 BCN Telecom, Inc.
 Birch Telecom of the West, Inc.
 Blue Casa Telephone, LLC
 Blue Rooster Telecom, Inc.
 Bright House Networks Information Services (California), LLC
 Broadview Networks, Inc
 Broadvox-CLEC, LLC
 Broadwing Communications, LLC
 Budget PrePay, Inc.
 BullsEye Telecom, Inc.
 California Broadband Cooperative, Inc.
 Call America, Inc.
 Call One Inc.
 Cal-Ore Communications, Inc.
 CBC Broadband Holdings, LLC
 Cbeyond Communications, LLC
 CCT Telecommunications, Inc.
 Cebridge Telecom CA, LLC
 Charter Fiberlink CA - CCO, LLC
 Citrix Communications LLC
 Comcast Phone of California, LLC
 Comity Communications, LLC
 ConnectTo Communications Inc.
 Convergence Systems, Inc.
 Cox California Telcom, LLC
 Creative Interconnect Communications, LLC
 Curatel, LLC
 CyberNet Communications, Inc.
 Cypress Communications Operating Company, Inc.
 Digital West Networks, Inc.
 DMR Communications, Inc.
 Earthlink Business, LLC
 Easton Telecom Services, LLC
 Electric Lightwave, LLC
 Enhanced Communications Network, Inc.
 Entelegent Solutions, Inc.
 Ernest Communications, Inc.
 Essex Acquisition Corporation
 Fireline Network Solutions, Inc.
 First Communications, LLC
 Frontier Communications of America, Inc.
 Global Connect Telecommunications, Inc.
 Global Connection Inc. of America

Global Crossing Local Services, Inc.
Granite Telecommunications, LLC
Hunter Communications, Inc.
Hypercube Telecom, LLC
ICG Telecom Group, Inc
IDT America Corp
Impulse Telecom, LLC
Integrated Telemanagement Services, Inc.
LCB Communications, LLC
Level 3 Communications LLC
Lightspeed Networks Inc.
Lightyear Network Solutions, LLC
Local Access Services LLC
Matrix Telecom, Inc., Matrix Telecom, Inc. d/b/a Excel Telecommunications, Matrix Telecom, Inc. d/b/a VarTec Telecom
MCC Telephony of the West, LLC
MCImetro Access Transmission Services LLC
MegaPath Corporation
Metropolitan Telecommunications of California, Inc.
Mosaic Network, LLC
Mpower Communications Corp.
Mpower Networks Services, Inc.
Neutral Tandem-California, LLC
New Horizons Communications Corp.
Nexus Communications, Inc.
Norcast Communications Corporation
North County Communications
O1 Communications, Inc.
OACYS Telecom, Inc.
Onvoy, Inc.
Pacific Centrex Services, Inc.
Pac-West Telecomm, Inc
PaeTec Communications Inc
PAXIO, Inc.
Peerless Network of California, LLC
Plumas Sierra Telecommunications
PNG Telecommunications, Inc.
Preferred Long Distance, Inc.
QuantumShift Communications, Inc.
Qwest Communications Company, LLC
Race Telecommunications, Inc.
Raw Bandwidth Telecom, Inc.
RCLEC, Inc.
Rosebud Telephone, LLC
Rural Broadband Now!, LLC
Sage Telecom, Inc.
SnowCrest Telephone, Inc.
Sonic Telecom, LLC
Southern California Edison Company
Spectrotel, Inc.
Sprint Communications Company, L.P.
SureWest Telephone and SureWest Televideo
Talk America Inc.
TC Telephone LLC
Tel West Communications, LLC
TelCentris Communications, LLC
Telecom Management, Inc.

Telekenex, Inc.
Telephone Connection Local Services, LLC
TeleQuality Communications, Inc.
Telscape Communications, Inc.
TGEC Communications Co., LLC
Time Warner Cable Information Services (California), LLC
TNCI Operating Company LLC
TQAvenger Telecom LLC
Tri-M Communications, Inc.
tw telecom of california l.p.
U.S. TelePacific Corp.
Utility Telephone, Inc
Vaya Telecom, Inc.
Verizon California Inc.
Vodex Communications Corporation
Voxbeam Telecommunications Inc.
Webpass Telecommunications, LLC
Wholesale Airtime, Inc.
Wholesale Carrier Services, Inc.
Wide Voice, LLC
WilTel Local Network, LLC
XO Communications Services, Inc.
YMax Communications Corp.
Zayo Group, LLC

AT&T CALIFORNIA

In compliance with G.O. 96-B, copies of this advice letter and agreement are being mailed to interested parties requesting such notification. We are also serving a copy of this advice letter to each customer named in the contract. This advice letter with attachments may be viewed on AT&T California's Web-Site <https://ebiznet.att.com/calreg/>. If there are any questions regarding this advice letter call 415-778-1299.

Anyone may object to this advice letter, which was filed October 1, 2015, by sending a written protest to: Telecommunications Advice Letter Coordinator, Communications Division, 505 Van Ness Avenue, 3rd Floor, San Francisco, CA 94102-3298. The protest must state specifically the grounds on which it is based. The protest must be received by the Telecommunications Advice Letter Coordinator no later than 20 days after the date that the advice letter was filed. On or before the day that the protest is sent to the Telecommunications Advice Letter Coordinator, the protestant must send a copy of the protest to Eric Batongbacal, 430 Bush Street, 1st Floor, San Francisco, CA 94108 (fax number 214 486 1580) and Contract Administration, Attn: Contract Management, AT&T Services, Inc., 311 South Akard, Dallas, Texas 75202-5398. If this advice letter was served via e-mail, the protest must be served to AT&T California via e-mail at regtss@att.com. To obtain information about the Commission's procedures for advice letters and protests, go to the Commission's Internet site (www.cpuc.ca.gov) and look for document links to General Order 96-B.

The address for mailing or delivering a protest to AT&T and CALTEL is:

AT&T
Eric Batongbacal
430 Bush Street, 1st Floor
San Francisco, CA 94108

CALTEL
50 California Street, Suite 1500
San Francisco, CA 94108

We would like this filing to become effective January 1, 2016.

Yours truly,

AT&T California



Executive Director

Attachments

AT&T California Advice Letter Service List (Interconnection Agreements)

Via e-mail

regtss@att.com
ajbily@aol.com
anamaria.johnson@cpuc.ca.gov
anitataffrice@earthlink.net
bwilde@creatint.com
channing@tobinlaw.us
deyoung@caltel.org
daniel.ostroff@xo.com
esther.northrup@cox.com
gina.wybel@netwolves.com
hope.christman@verizon.com
info@tobiaslo.com
jchicoin@czn.com
john_gutierrez@cable.comcast.com
judypau@dwt.com

katherine.mudge@covad.com
kathy.mcmahon@sprint.com
ksalazar@telekenex.com
leh@cpuc.ca.gov
lorrie.bernstein@mossadams.com
lsaldana@czn.com
mgomez1@bart.gov
patricia.delgado@usmc.mil
regulatory@surewest.com
rejones@ccmi.com
rgloistein@orrick.com
rlongview@telecom611.com
rmonto@neutraltandem.com
terry.houlihan@bingham.com
warner@ucsc.edu
william.sanders@sfgov.org
ysmythe@caltel.com

Commission-Maintained Service List for "Negotiated Inter Connection Agreements pursuant to Industry Rule 8.1, and Contracts for Tariffed Services pursuant to Industry Rule 8.2" found at:
<https://ia.cpuc.ca.gov/alsl/exportlist.aspx?listid=5>

CXR Name	Contract Type	Contact Name	Contact Title	Contact Address 1	Contact Address 2	Contact City	State	zip	Contact Phone	Contact Email
A+ Wireless, Inc.	Interconnection - Renegotiated 1	Mr. Alan Kosh	President	1445 Donlon Street	Unit 14	Ventura	CA	93003	(805) 642-5917	akosh@cellpage.com
Access One, Inc	Interconnection - Renegotiated 1	Mark A Jozwiak	Exec Vice Pres	125 N Halsted St	4th Floor	Chicago	IL	60661	312 441-1010	markj@AccessOneInc.com
Access Point, Inc.	13 State - Interconnection	Richard Brown	CEO	1100 Crescent Green	Suite 109	Cary	NC	27511	(919) 851-5422	Richard.brown@accesspointinc.com
ACN Communications Services, Inc	Sectional - see Comments	Legal Dept	General Counsel - North America	1000 Progress Place NE		Concord	NC	28025	(704) 260-3304	kkuder@acninc.com
Advanced TelCom, Inc.	Sectional - see Comments - Renegotiated 1	J. Jeffrey Oxley	EVP, General Counsel	Integra Telecom, Inc.	1201 NE Lloyd Blvd, Suite 500	Portland	OR	97232	503-453-8223	jioxley@integratelecom.com
Airespring, Inc.	22 State - Interconnection - Renegotiated 1	Cat Firstman	Director Finance and Regulatory Affairs	6060 Sepulveda Blvd.	Suite 220	Van Nuys	CA	91411	(818) 786-9225	cat@airespring.com
ALEC, Inc.	Interconnection	Mark Hayes	SVP Operations	250 West Main Street	Suite 1920	Lexington	KY	40507	859-721-2880	mhayes@singlepipecom.com
Arrival Communications, Inc.	Sectional - see Comments - Renegotiated 1	Nancy Lubamersky	VP, Strategic Initiatives & Public Policy	515 S. Flower Street	47th Floor	Los Angeles	CA	90071	(510) 995-5603	nlubamersky@telepacific.com
Astound Broadband, LLC	Interconnection	James A. Penney	Executive Vice President	401 Kirkland Barkplace	Suite 500	Kirkland	WA	98033		pmcnamee@wavebroadband.com
AT&T Corp.	13 State - Interconnection - Renegotiated 2	Karen Schlageter	U.S. Carrier Relation Financials & Access Bid Support	4467 Saint Michaels Dr.		Lilburn	GA	30047	866--430-0544	KS1673@att.com
Backbone Communications, Inc.	Interconnection	Lisa Derme		550 South Hope Street	Suite 1050	Los Angeles	CA	90068	(213) 489-4202	lderme@bbcom.com
Bandwidth.com CLEC, LLC	13 State - Interconnection	Lisa Jill Freeman	Vice President & Regulatory Compliance Officer	900 Main Campus Drive	Venture Center III - 5th Floor	Raleigh	NC	27606	(919) 238-3571	ljfreeman@bandwidth.com
BCN Telecom, Inc.	22 State - Interconnection - Renegotiated 1	Julian Jacquez	Executive Vice President	550 Hills Drive	First Floor	Bedminster	NJ	7921	908.470.4707	jjacquez@bcntele.com
Birch Telecom of the West, Inc.	13 State - Interconnection	Christopher Aversano	Chief Operating Officer	2885 Riverside Dr	Ste 304	Macon	GA	31210	(478) 405-3163	Chris.Aversano@birch.com
Blue Casa Telephone, LLC	Sectional - see Comments	Jeff Compton	CEO/President	114 E. Haley Street	Suite A	Santa Barbara	CA	93101	(805) 456-3891	jcompton@bluecasa.com
Blue Rooster Telecom, Inc.	Sectional - see Comments	Jeff Buckingham	President	4251 S. Higuera Street	Suite 800	San Luis Obispo	CA	93401	9805) 543-8701	jeff@cerroalto.com
Bright House Networks Information Services (California), LLC	Interconnection	Marva Brown Johnson	Corporate Vice President - Government and Industry Affairs	4145 S. Falkenburg Road		Riverview	FL	33578-8652	407.210.3147	Marva.Johnson@bhnis.com
Broadview Networks, Inc	13 State - Interconnection - Renegotiated 1	Rebecca Sommi	Sr V.P. Operations Support	1018 West 9th Avenue		King of Prussia	PA	19046	267.537.0064	rsommi@broadviewnet.com
Broadvox-CLEC, LLC	13 State - Interconnection	Kyle Bertrand	Vice President - Network Planning & Regulatory	75 Erieview Plaza	Suite 400	Cleveland	OH	44114	(216) 373-4824	kbertrand@broadvox.com
Broadwing Communications, LLC	Interconnection - Renegotiated 1	Director- Intercarrier Policy		1025 Eldorado Blvd		Broomfield	CO	80021	(720) 888-5134	rick.thayer@level3.com
Budget PrePay, Inc.	Interconnection - Renegotiated 3	Robin Enkey	Compliance and Contracts	1325 Barksdale Blvd.	Suite 200	Bossier City	LA	71111	381- 671-5024	robine@budgetprepay.com
BullsEye Telecom, Inc.	13 State - Interconnection	Legal Department	V.P. - "Corporate Development	25925 Telegraph Road	Suite 210	Southfield	MI	48033	248-781-2501	regulatory@bullseyetelecom.com
California Broadband Cooperative, Inc.	22 State - Interconnection	Robert Volker	CEO	1101 Nimitz Avenue		Vallejo	CA	94592	707-552-8120	rvolker@digital395.com
Call America, Inc.	Sectional - see Comments	Jason Mills	CEO	1211 Waterloo Road	Suite#199	Stockton	CA	95205	(209) 955-2650	jmills@utilitytelephone.com
Call One Inc.	22 State - Interconnection	Chris Surdenik	President	123 North Wacker Drive	7th Floor	Chicago	IL	60606	(312) 381-8301	ssurdenik@callone.com
Cal-Ore Communications, Inc.	13 State - Interconnection	Edward B. Ormsbee	President	719 W. Third Street	P.O. Box 847	Dorris	CA	96023	(530) 397-2345	edorm@cot.net
CBC Broadband Holdings, LLC	Interconnection	Angel Morales		2702 Media Center Drive		Los Angeles	CA	90065	(323) 908-1078	mhaverkate@championbroadband.com
Cbeyond Communications, LLC	Interconnection - Renegotiated 1	Mr. Greg Darnell	Director, ILEC	320 Interstate Parkway North	Suite 300	Atlanta	GA	30339	(678) 424-2500	greg.darnell@cbeyond.net
CCT Telecommunications, Inc.	Sectional - see Comments	Steve Fetzer	President	1106 E. Turner Road	Suite A	Lodi	CA	95240	(209) 368-1252	sfetzer@4cct.com

CXR Name	Contract Type	Contact Name	Contact Title	Contact Address 1	Contact Address 2	Contact City	State	zip	Contact Phone	Contact Email
Cebridge Telecom CA, LLC	22 State - Interconnection	Andrew Schwantner	Manager Service Level Agreements	520 Maryville Centre Dr	Suite 300	St. Louis	MO	63141	(314) 453-0594	andrew.schwantner@suddenlink.com
Charter Fiberlink CA - CCO, LLC	Interconnection	Michael R. Moore	Director & Sr Counsel, Regulatory Affairs	12405 Powerscourt Dr		St. Louis	MO	63131	314-965-6640	Michael.Moore@chartercom.com
Citrix Communications LLC	22 State - Interconnection	Tony Ludlow	Director GM CLEC	499 Washington Street	Suite 1401	Jersey City	NJ	7302	(206) 497-1174	Tony.ludlow@citrix.com
Comcast Phone of California, LLC	Sectional - see Comments - Renegotiated 3	Robert Munoz	Sr. Director of Regulatory Affairs - Cable Division	One Comcast Center	50th Floor	Philadelphia	PA	19103	215-286-5039	Robert_Munoz@comcast.com
Comity Communications, LLC	Interconnection - X2A Successor	Stevin Dahl	Chief Executive Officer	3816 Ingersoll Avenue		Des Moines	IA	50312	866-646-5232	stevin@comitycommunications.com
ConnectTo Communications Inc.	13 State - Interconnection	Armen Goulavan	President	555 Riverdale Drive	Suite A	Glendale	CA	91204	(818) 546-4617	aram@connectto.com
Convergence Systems, Inc.	22 State - Interconnection	Daniel Belman	Director of Finance	10636 Scripps Summit Court	Suite 201	San Diego	CA	92660	(877) 304-2057	daniel.b@convergence.com
Cox California Telcom, LLC	13 State - Interconnection - Renegotiated 2	Theresa Cabral	Regional Vice President, Regulatory Affairs	3732 Mt. Diablo Blvd.	Suite 358	Lafayette	CA	94549		Theresa.Cabral@cox.com
Creative Interconnect Communications, LLC	Sectional - see Comments	Bill Wilde	President	P. O. Box 628		Waterloo	CA	95682	(650) 597-1160	bwilde@cictelecom.com
Curatel, LLC	Interconnection - Renegotiated 1	Dan Margolis		1605 W Olympic Blvd	Suite 800	Los Angeles	CA	90015		danielm@icuracao.com
CyberNet Communications, Inc.	22 State - Interconnection	Bruce Hakimi	President	7750 Gloria Avenue		Van Nuys	CA	91406	(310) 986-6920	Bruce.Hakimi@cybernetcom.com
Cypress Communications Operating Company, Inc.	22 State - Interconnection - Renegotiated 1	Nadine J. Ezzie, Esq.	Deputy General Counsel	75 Erieview Plaza	Suite 400	Cleveland	OH	44114	(216) 373-4842	nezzie@broadvox.com
Digital West Networks, Inc.	22 State - Interconnection	Bob Fasulkey	Vice President	3620 Sacramento Drive	Suite 102	San Luis Obispo	CA	93401	805-781-9379	bob@digitalwest.net
DMR Communications, Inc.	Interconnection - Renegotiated 1	David Lee	Regulatory Contact	1841 Rainbow Drive		Santa Ana	CA	92705		dave@dmrcom.com
Earthlink Business, LLC	13 State - Interconnection - Renegotiated 1	Pam Hintz	VP Regulatory Policy	225 Cedar Hill Street	Suite 111	Marlboro	MA	1752	781-622-2114	phintz@corp.earthlink.com
Easton Telecom Services, LLC	13 State - Interconnection - Renegotiated 3	Robert Mocas	President	3046 Brecksville Road	Summitt II Unit A	Richfield	OH	44286	(330) 659-9379	rmocas@eastontelecom.com
Electric Lightwave, LLC	Sectional - see Comments - Renegotiated 2	Douglas Denney	Vice President, Costs & Policy	1201 NE Lloyd Boulevard	Suite 500	Portland	OR	97068	(503) 453-8223	dkdenney@integratelecom.com
Enhanced Communications Network, Inc.	22 State - Interconnection	Thomas J. Haluskey	Director of Operations	1031 South Glendora Avenue		West Covina	CA	91790	(626) 582-1276	thomas.haluskey@ecntel.com
Entelegent Solutions, Inc.	22 State - Interconnection	Michael Ruziska	VP of Operations	3800 Arco Corporate Drive	Suite 310	Charlotte	NC	28273	704.504.5868	michael.ruziska@entelegent.com
Ernest Communications, Inc.	13 State - Interconnection - Renegotiated 1	Paul Masters	President	5275 Triangle Pkwy	Suite 150	Norcross	GA	30092	(770) 242-9069	pmasters@ernestgroup.com
Essex Acquisition Corporation	13 State - Interconnection	Victor Garcia	Sr. Line Cost Analyst	2855 South Congress Ave		Delray Beach	FL	33445	(407) 671-3672	None
Fireline Network Solutions, Inc.	22 State - Interconnection	Angel Barragan	Project Manager	13011 Florence Avenue		Santa Fe Springs	CA	90670	(323) 784-3424	ANGEL@FIRELINEBROADBAND.COM
First Communications, LLC	Interconnection - Renegotiated 1	Abby Knowlton	VP of Carrier Relations	3340 West Market Street		Akron	OH	44333	(330) 835-2655	aknowlton@firstcomm.com
Frontier Communications of America, Inc.	22 State - Interconnection	Linda Saldana		9260 East Stockton Boulevard		Elk Grove	CA	95624	(916) 686-3569	linda.saldana@ftr.com
Global Connect Telecommunications, Inc.	Interconnection	Raymond Sinani		1025 No. Brand Blvd.	Suite 323	Glendale	CA	91202		Raymond@gctcorp.com
Global Connection Inc. of America	13 State - Interconnection	Dee DiCicco	Chief Compliance Officer	5555 Oakbrook Parkway	Suite 620	Norcross	GA	30093	(888) 315-2669	ddicicco@gcioa.com
Global Crossing Local Services, Inc.	Interconnection	Level 3 Communications, LLC	Attn: Legal - Interconnection Services	1025 Eldorado Blvd.		Broomfield	CO	80021		Julie.Harris@twtelecom.com
Granite Telecommunications, LLC	22 State - Interconnection - Renegotiated 1	Sam Kline	Vice President Strategic Initiatives	100 Newport Avenue Extension		Quincy	MA	2171	617-933-7395	skline@granitenet.com

CXR Name	Contract Type	Contact Name	Contact Title	Contact Address 1	Contact Address 2	Contact City	State	zip	Contact Phone	Contact Email
Hunter Communications, Inc.	22 State - Interconnection	Contract Administration		801 Enterprise Drive		Central Point	OR	97502	(541) 727-3066	contracts@hunterfiber.com
Hypercube Telecom, LLC	Sectional - see Comments - Renegotiated 1	Ronald Beaumont	President	3200 West Pleasant Run Road	Suite 300	Lancaster	TX	75146	866-639-6967	ron.beaumont@h3net.com
ICG Telecom Group, Inc	Interconnection - Renegotiated 2	legal - Interconnection Services		1025 Eldorado Blvd.		Broomfield	CO	80021	(720) 888-5134	carlos.delafuente@level3.com
IDT America Corp	Sectional - see Comments	Carl Billek.	Senior Regulatory Counsel	520 Broad Street	14th Floor	Newark	NJ	7102	(973) 438-1455	Carl.Billek@corp.idt.net
Impulse Telecom, LLC	Interconnection	Greg J. Wilson	CFO	5383 Hollister Ave.	Suite 240	Santa Barbara	CA	93111	(805) 880-1577	gwilson@impulse.net
Integrated Telemanagement Services, Inc.	Sectional - see Comments - Renegotiated 1	Joseph Isaacs	Consultant	838 Village Way	Suite 1200	Palm Harbor	FL	34683	(727) 738-5554	isaacs@isg-telecom.com .
LCB Communications, LLC	22 State - Interconnection	Elise J. Brentnall	President and C.O.O.	P. O. Box 1246		San Martin	CA	95046		elise.brentnall@garlic.com
Level 3 Communications LLC	13 State - Interconnection - Renegotiated 2	Gary Black, Jr.	VP-Carrier Relations	1025 Eldorado Blvd		Broomfield	CO	80021	N/A	Gary.Black@Level3.com
Lightspeed Networks Inc.	21 State - Interconnection	Cassandra Mill	Contract Manager	921 SW Washington St.	Suite 370	Portland	OR	97205	(214) 889-4529	contracts@lsnetworks.net
Lightyear Network Solutions, LLC	Sectional - see Comments - Renegotiated 1	R. Brian Garrison	Vice President - Strategic Planning & Marketing	1901 Eastpoint Parkway		Louisville	KY	40223	(502) 515-4138	brian.garrison@lightyear.net
Local Access Services LLC	22 State - Interconnection	Robert Russell	President	11442 Lake Butler Boulevard		Windemere	FL	34766		brussell@dmv.comf
Matrix Telecom, Inc., Matrix Telecom, Inc. d/b/a Excel Telecommunications, Matrix Telecom, Inc. d/b/a VarTec Telecom	Sectional - see Comments - Renegotiated 2	Corey Houston	Network Cost Management	433 East Las Colinas Blvd.	Suite 500	Dallas	TX	75039	866--430-0544	corey.houston@excel.com
MCC Telephony of the West, LLC	13 State - Interconnection	Anne Sokolin-Maimon	Vice President, Regulatory Affairs	One Mediacom Way	100 Crystal Run Road	Mediacom Park	NY	10918	(845) 698-4570	amaimon@mediacomcc.com
MCImetro Access Transmission Services LLC	Interconnection - Renegotiated 2	Daniel J. Higgins II	AVP, Verizon Partner Solution	One Verizon Way	HQE02L51	Basking Ridge	NJ	7920	(703) 351-3656	duane.mcpherson@verizon.com
MegaPath Corporation	Interconnection	Katherine K. Mudge	Executive Vice President & General Counsel	1835-B Kramer Ln.	Ste. 100	Austin	TX	78758	(512) 794-6006	Katherine.mudge@globalcapacity.com
Metropolitan Telecommunications of California, Inc.	13 State - Interconnection - Renegotiated 1	Andoni Economou	COO/EVP	55 Water Street	32nd Floor	New York	NY	10041	212-701- 8394	aeconomou@mettel.net
Mosaic Networx, LLC	Interconnection	Sharon Thomas	Consultant	2600 Maitland Center	Suite 300	Maitland	FL	32751	(407) 740-0613	sthamas@tmnc.com
Mpower Communications Corp.	13 State - Interconnection - Renegotiated 2	Nancy Lubamersky	VP, Strategic Initiatives & Public Policy	515 S. Flower Street	47th Floor	Los Angeles	CA	90071	(510) 995-5603	nlubamersky@telepacific.com
Mpower Networks Services, Inc.	Interconnection	Nancy E. Lubamersky	VP, Strategic Initiatives and Public Policy	620 Third Street		San Francisco	CA	94107	(510) 995-5603	nlubamersky@telepacific.com
Neutral Tandem-California, LLC	Sectional - see Comments	Ron Gavillet	EVP	1 South Wacker	Suite 200	Chicago	IL	60606	(312) 346-3276	rgavillet@neutraltandem.com
New Horizons Communications Corp.	22 State - Interconnection	Kali Reeves	Legal Assistant - Lance J.M. Steinhart, P.C.	1725 Windward Concourse	Suite 150	Alpharetta	GA	30005	(770) 232-9208	kreeves@telecomcounsel.com
Nexus Communications, Inc.	Interconnection - Renegotiated 1	Steven Fenker	President	3629 Cleveland Avenue	Suite C	Columbus	OH	43224	(740) 548-1173	sfenker1@earthlink.net
Norcast Communications Corporation	Sectional - see Comments	Cheryl Lovell	Chief Operating Officer	1998 Santa Barbara St.	Suite 100	San Luis Obispo	CA	93401	(805) 543-8701	clovell@norcast.net
North County Communications	Interconnection	Todd Lesser		3802 Rosecrans St		San Diego	CA	92110	619 364 4777	todd@nccom.com
O1 Communications, Inc.	Interconnection - Renegotiated 2	Alexandra Hanson	Director, Regulatory Affairs	1515 K Street	Suite 100	Sacramento	CA	95814	(916) 554-2180	ahanson@o1.com
OACYS Telecom, Inc.	Interconnection	Ted Olson		767 North Porter Road		Porterville	CA	93257		tolson@oacys.com
Onvoy, Inc.	22 State - Interconnection	Mary T. Buley	Senior Regulatory and Interconnection Manager	10300 6th Ave North		Plymouth	MN	55441	763-230-4200	mary.buley@onvoy.com
Pacific Centrex Services, Inc.	22 State - Interconnection	Maira Castillon	Regulatory Affairs Clerk	28001 Dorothy Drive		Agoura Hills	CA	91301	818-623-2501	mairac@pcs1.net
Pac-West Telecomm, Inc	Interconnection - Renegotiated 1	Lynne Martinez	Director-Regulatory Affairs	4210 Coronado Avenue		Stockton	CA	95204	(209) 444-3643	lmartin@pacwest.com

CXR Name	Contract Type	Contact Name	Contact Title	Contact Address 1	Contact Address 2	Contact City	State	zip	Contact Phone	Contact Email
PaeTec Communications Inc	Interconnection - Renegotiated 2	Al Finnell	Sr. Negotiator & Account Manager â€” Vendor Relations/Regulatory	6801 Morrison Blvd.	23 Floor	Charlotte	NC	28211	704-602-1946	Al.Finnell@Windstream.com
PAXIO, Inc.	13 State - Interconnection - Renegotiated 1	Phillip Clark	President	2045 Martin Avenue	Suite 20A	Santa Clara	CA	95050	(949) 200-6062	pclark@paxio.com
Peerless Network of California, LLC	22 State - Interconnection	Patrick Phipps	Director Regulatory Affairs	222 S. Riverside Plaza	Suite 2730	Chicago	IL	60606	(312) 506-0931	Regulatory@peerlessnetwork.com
Plumas Sierra Telecommunications	22 State - Interconnection	Lori D. Rice	Chief Operating Officer	73233 State Route 70 Ste A		Portola	CA	96122-7064	(530) 832-4515	lrice@psrec.coop
PNG Telecommunications, Inc.	Sectional - see Comments	Sharyn Jones	Manager - Customer Relations (PowerNet Global Communications)	100 Commercial Drive		Fairfield	OH	45014	513-275-0020	sjones@pngmail.com
Preferred Long Distance, Inc.	Sectional - see Comments	Keith Nussbaum	Executive Vice President	16830 Ventura Blvd	Suite 350	Encino	CA	91436	(818) 380-7032	keith@preferredlongdistance.com
QuantumShift Communications, Inc.	13 State - Interconnection - Renegotiated 1	Karen A. Weller	V.P. Corporate Development	12657 Alcosta Blvd.	Suite 418	San Ramon	CA	94583	925-415-1900	kweller@vcomsolutions.com
Qwest Communications Company, LLC	Interconnection - Renegotiated 4	Charles Lahey	Senior Planner	ICA-Interconnection Agreements	4650 Lakehurst Ct., 3rd Floor	Dublin	OH	43016-3252	(303) 391-2275	Charles.lahey@centurylink.com
Race Telecommunications, Inc.	Interconnection	Raul Alcaraz		101 Haskins Way		San Francisco	CA	94080	(650) 649-3550	raul@race.com
Raw Bandwidth Telecom, Inc.	Sectional - see Comments	Michael S. Durkin	President	P.O. Box 1305		San Bruno	CA	94066	(650) 475-8429	mdurkin@rawbw.com
RCLEC, Inc.	22 State - Interconnection	Michael Mulkey	Regulatory and Carrier Relations	1400 Fashion Island Blvd	6th Floor	San Mateo	CA	94404	(650) 763-3766	mike.mulkey@ringcentral.com
Rosebud Telephone, LLC	Interconnection	Mary Ann Mitchell	President	P.O. Box 597		Rosebud	TX	76570	254.583.2027	maryannmitchell@balornet.com
Rural Broadband Now!, LLC	Interconnection	Mike Ireton	Director	111 S. Main Street		Willits	CA	95490	707-370-6666	mike@RuralBroadbandNow.com
Sage Telecom, Inc.	Sectional - see Comments	Scott Stricklin	President	10440 N Central Expressway	Suite 700	Dallas	TX	75231	214-495-4789	sstricklin@sagetelecom.net
SnowCrest Telephone, Inc.	22 State - Interconnection	Peter Engdahl	President	329A North Mount Shasta Blvd.	Suite 7	Mount Shasta	CA	96067	(530) 926-8831	peter@snowcrest.net
Sonic Telecom, LLC	Interconnection - Renegotiated 1	Dane Jasper	CEO		2260 Apollo Way	Santa Rosa	CA	95407	(707) 547-3403	dane@corp.sonic.net
Southern California Edison Company	Interconnection	Thomas K Braun	Senior Attorney	2244 Walnut Grove Avenue	Quad 3-C	Rosemead	CA	91770	(626) 302-3990	thomas.k.braun@sce.com
Spectrotel, Inc.	13 State - Interconnection - Renegotiated 1	Ross Artale	President & COO	3535 State Highway 66	Suite 7	Neptune	NJ	7753	(732) 345-7893	rartale@spectrotel.com
Sprint Communications Company, L.P.	13 State - Interconnection - Renegotiated 2	Sprint	Manager, Carrier Interconnection Management	Mailstop: KSOPHE0102-1D218	6360 Sprint Parkway	Overland Park	KS	66251		Interconnection2@sprint.com
SureWest Telephone and SureWest Televideo	22 State - Interconnection - Renegotiated 2	Floyd Jasinski	Regulatory Relations Specialist	211 Lincoln Street		Roseville	CA	95678	916-786-1877	floyd.jasinski@consolidated.com
Talk America Inc.	22 State - Interconnection - Renegotiated 2	Mary Conquest	Staff Manager - Interconnection	301 N. Main Street	23 Floor	Greenville	SC	29601		mary.conquest@windstream.com
TC Telephone LLC	Sectional - see Comments	Travis Graff	CEO	243 Washington Street	Suite A	Red Bluff	CA	96080	530-527-6072	travis@tctelephone.com
Tel West Communications, LLC	13 State - Interconnection - Renegotiated 1	Jeff Swickard	President	9606 N Mopac Expressway	7th Floor	Austin	TX	78759		jswickard@telwestservices.com
TelCentris Communications, LLC	Sectional - see Comments	Bryan Hertz	CEO	10180 Telesis Court	Suite 150	San Diego	CO	92121	(801) 927-6148	bryan.hertz@telcentris.com
Telecom Management, Inc.	22 State - Interconnection	Kevin Photiades	Regulatory Manager	39 Darling Avenue		South Portland	ME	4106	(877) 554-1009	kphotiades@pioneertelephone.com
Telekenex, Inc.	Sectional - see Comments	Anthony Zabit	CFO	3221 20th		San Francisco	CA	94110	(415) 276-8202	azabit@ndw.com
Telephone Connection Local Services, LLC	Sectional - see Comments	Marc O'Krent	President	8391 Beverly Boulevard	#350	Los Angeles	CA	90048	(310) 286-7676	mok@ttcmail.net
TeleQuality Communications, Inc.	22 State - Interconnection	Natalie Verette	Director of Operations	16601 Blanco Road	Suite 207	San Antonio	TX	78232	(210) 408-1700	natalie@telequality.com
Telscape Communications, Inc.	Interconnection - Renegotiated 3	Joseph P. Holop	COO & CTO	355 South Grand Avenue	Suite 3100	Los Angeles	CA	90071-1550	(213) 344-2030	jholop@telscape.net

CXR Name	Contract Type	Contact Name	Contact Title	Contact Address 1	Contact Address 2	Contact City	State	zip	Contact Phone	Contact Email
TGEC Communications Co., LLC	13 State - Interconnection - Renegotiated 2	Raphael Tarpley	Regulatory Affairs Clerk	6855 Tujunga Avenue		North Hollywood	CA	91605	(818) 623-2301	pcs1regulatory@gmail.com
Time Warner Cable Information Services (California), LLC	13 State - Interconnection - Renegotiated 1	Julie Laine	Group Vice President & Chief Counsel, Regulatory	60 Columbus Circle		New York	NY	10023	(704) 973-6239	julie.laine@twcable.com
TNCI Operating Company LLC	22 State - Interconnection - Renegotiated 3	Brian McClintock	Chief Operating Officer	114 E. Halley	Suite A	Santa Barbara	CA	93101	(805) 568-0063	bmcclintock@tncii.com
TQAvenger Telecom LLC	21 State - Interconnection	Ken Melley	Principal	12 Trophy Ridge		San Antonio	TX	78258	(888) 801-4091	kmelley@tqavenger.com
Tri-M Communications, Inc.	Interconnection - Renegotiated 1			584 Castro Street	Suite#199	San Francisco	CA	94114	(415) 495-3632	glenn@stoverlaw.net
tw telecom of california l.p.	13 State - Interconnection - Renegotiated 1	Level 3 Communications, LLC	Attn: Legal - Interconnection Services	1025 Eldorado Blvd		Broomfield	CO	80021		Julie.Harris@twtelecom.com
U.S. TelePacific Corp.	Interconnection - Renegotiated 1	Nancy Lubamersky	VP, Strategic Initiatives & Public Policy	515 S. Flower Street	47th Floor	Los Angeles	CA	90071	(510) 995-5603	nlubamersky@telepacific.com
Utility Telephone, Inc	Interconnection - Renegotiated 2	Sam Mitchell	Manager of Finance	1121 Waterloo Road	Suite#199	Stockton	CA	95205	209-940-1030	smitchell@utilitytelephone.com
Vaya Telecom, Inc.	Interconnection	Mr. Jim Beausoleil	Chief Financial Officer	5190 Golden Foothill Parkway		El Dorado Hills	CA	95762	(916) 442-5620	jbeausoleil@o1.com
Verizon California Inc.	13 State - Interconnection - Renegotiated 3	Vice President & Deputy General Counsel	Network & technology Law	Verizon Business	22001 Loudoun Conty Parkway	Ashburn	WA	20147	(805) 373-7515	kathy.jespersen@verizonbusiness.com
Vodex Communications Corporation	22 State - Interconnection	Brian Conley	President	660 Baker Street	Suite 321	Costa Mesa	CA	92626	(866) 871-7801	brian@vodex.co
Voxbeam Telecommunications Inc.	22 State - Interconnection	Ryan Rapolti	Vice President of Operations	6314 Kingspointe Parkway	Suite 1	Orlando	FL	32819	(321) 710-6898	rrapolti@voxbeam.com
Webpass Telecommunications, LLC	22 State - Interconnection	Charles Barr	President	262 7th Street		San Francisco	CA	94103		Charles@webpass.net
Wholesale Airtime, Inc.	Sectional - see Comments - Renegotiated 1	Greg Michaels	President	27515 Enterprise Circle West		Temecula	CA	92590	(951) 693-1550	greg.m@socaltelephone.com
Wholesale Carrier Services, Inc.	22 State - Interconnection - Renegotiated 1	Chris S. Barton	President & CEO	5471 N. University Drive		Coral Springs	FL	33067	(954) 905-4277	cbarton@wcs.com
Wide Voice, LLC	Interconnection - Renegotiated 1	Erla Erlingsdottir	Senior Manager of Telephony Services	410 S. Rampart, Suite 390	Suite 300	Las Vegas	NV	89145	(702) 825-2582	erlae@widevoice.com
WilTel Local Network, LLC	13 State - Interconnection	Rick Thayer	Director - Intercarrier Policy	1025 Eldorado Blvd		Broomfield	CO	80021	(720) 888-5134	rick.thayer@level3.com
XO Communications Services, Inc.	Interconnection - Renegotiated 1	Gegi Leeger	Director - Regulatory Contracts and Privacy Compliance	13865 Sunrise Valley Drive	Suite 400	Herndon	VA	20171	(703) 547-3694	Gegi.Leeger@xo.com
YMax Communications Corp.	13 State - Interconnection	Peter Russo	CFO	5700 Georgia Avenue		West Palm Beach	FL	33405	(561) 586-2328	russop@magicjack.com
Zayo Group, LLC	22 State - Interconnection	Mike Allentoff	Vendor Contracts Manager	9 Saxony Road	Suite 120	Pittsford	NY	14534	303-226-5777	mike.allentoff@zayo.com

SETTLEMENT AGREEMENT

This Settlement Agreement ("Settlement") is made and entered into this last day of September 2015, by and between Pacific Bell Telephone Company d/b/a AT&T California ("AT&T") and the California Association Competitive Telecommunications Companies ("CALTEL") on behalf of itself and its members. AT&T and CALTEL are each referred to individually herein as a "Party" and collectively as the "Parties."

This Settlement Agreement is entered into to replace the settlement agreement between the Parties approved in California Public Utilities Commission ("CPUC") Decision 09-02-017 that established an indexing mechanism ("Indexing Settlement"). The Parties believe that this Settlement Agreement is a reasonable compromise of their opposing positions regarding the re-examination process at issue in the CPUC Proceeding R.93-04-003\ I.93-04-002. The Parties agree that the provisions of this Settlement Agreement adequately balance the interests of AT&T and CALTEL's members. The Parties aver that this Settlement Agreement is reasonable in light of the whole record, consistent with law, and in the public interest. The Parties agree jointly to support the provisions of the Settlement Agreement set forth below.

RECITALS

WHEREAS, in R.93-04-003, I.93-04-002 the Commission has considered the process for re-examining Commission-determined Unbundled Network Element ("UNE") rates; and

WHEREAS, in R.93-04-003, I.93-04-002 the Parties submitted their proposals for re-examining Commission-determined UNE rates; and

WHEREAS, on July 30, 2008, an Assigned Commissioner's Ruling Setting 120-Day Negotiation Period was issued allowing Parties to negotiate an agreement on the UNE re-examination process to be used by the Commission; and

WHEREAS, pursuant to this Assigned Commissioner's Ruling, the Parties engaged in negotiation of an agreement on the UNE re-examination process to be used; and

WHEREAS, in Decision 09-02-017 the Commission approved the Indexing Settlement between AT&T and CALTEL, which establishes an indexing mechanism to determine UNE pricing; and

WHEREAS, the indexing mechanism established by the Indexing Settlement will no longer apply as of December 31, 2016; and

WHEREAS, the Parties wish to terminate the Indexing Settlement and replace it with this Settlement Agreement, which fixes UNE rates for a five year term; and

WHEREAS, the Parties desire to settle the dispute over the UNE re-examination process to be used; and

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained herein, the receipt and sufficiency of consideration which are hereby acknowledged by each Party to the other, AT&T and CALTEL, covenant and agree as follows:

COVENANTS

1. Recitals; Defined Terms

The foregoing Recitals are hereby incorporated into and made a part of this Agreement. UNEs are defined as those required by 47 U.S.C 251(c)(3) as determined by the Federal Communications Commission ("FCC").

2. UNE Re-examination Process – AT&T

The Parties agree that current UNE recurring rates, which became effective January 1, 2015, will be reduced by 1 percent, effective January 1, 2016, and will remain fixed at those rates through and including December 31, 2020. The rates resulting from this reduction, and that will be in effect from January 1, 2016 through December 31, 2020, are set forth in Attachment 1, hereto.

3. Term of Settlement Agreement.

The Term of this Settlement Agreement is from January 1, 2016 through and including December 31, 2020 ("Initial Term"). Thereafter, the Settlement Agreement shall continue for one or more Renewal Terms, each on a three year basis unless notice is given by either Party to terminate at least 6 months in advance of the conclusion of the Initial Term or any Renewal Term. In the event that AT&T seeks to terminate under this provision, in addition to the notice, AT&T will also provide a statement of whether it intends to file a request for cost proceeding with the CPUC and the anticipated date for such a filing. AT&T may not file a request for a cost proceeding with the CPUC until one year prior to the end of the Initial Term or Renewal Term, and only after notice consistent with this provision.

4. Further Requirements

- a. The Parties agree that this Settlement is a compromise and settlement of disputed claims at issue regarding the appropriate and legal UNE re-examination process at issue in R.93-04-003, I.93-04-002 and that the Parties have conducted settlement negotiations in compliance with the Assigned Commissioner's Ruling dated July 30, 2008.
- b. This Settlement Agreement is subject to approval by the CPUC. Nothing in this Settlement shall be deemed as an admission or an assessment of the outcome that could have been reached without voluntary negotiations. Further, the Parties agree that the obligations set forth in this Settlement are without any prejudice to positions each Party has taken, or may hereafter take, in any proceeding in another state, or in any future

proceeding at the CPUC after the expiration of the term of this Settlement. Commission adoption of this settlement does not constitute approval of, or precedent regarding, any principle or issue in R.93-04-003, I.93-04-002, or in any future proceeding.

- c. No Party shall engage in any *ex parte* contact with the CPUC in regard to this Settlement Agreement unless such Party states that it is in full support of the Settlement Agreement and each and every term thereof. No Party shall seek, directly or indirectly, to have the CPUC modify the terms of this or any other Settlement Agreement in this phase of this proceeding without the express consent of all other Parties.
- d. The Parties each agree, without further consideration, to execute and/or cause to be executed, any other documents, and to take any other action as may be necessary, to effectively consummate the subject matter of this Settlement Agreement.
- e. This Settlement Agreement, shall not establish, be interpreted as establishing, or be used by any Party to establish or to represent their relationship as any form of agency, partnership or joint venture. No Party shall have any authority to bind the other or to act as an agent for the other unless written authority, separate from this Settlement Agreement, is provided.
- f. This Settlement Agreement and all covenants set forth herein shall be binding upon and shall inure to the benefit of the respective Parties hereto, their legal successors, heirs, assigns, partners, representatives, executors, administrators, parent companies, subsidiary companies, affiliates, divisions, units, agents, attorneys, officers, directors, and shareholders.
- g. This Settlement Agreement and the provisions contained herein shall not be construed or interpreted for or against any party hereto because that party drafted or caused its legal representative to draft any of its provisions.
- h. This Settlement Agreement shall be governed by and interpreted in accordance with the domestic laws of the State of California.
- i. This Settlement Agreement may be executed in any number of counterparts and by different Parties hereto in separate counterparts, with the same effect as if all Parties had signed one and the same document. All such counterparts shall be deemed to be an original and shall together constitute one and the same Agreement.
- j. The provisions of this Settlement Agreement are not severable. If the CPUC or any court of competent jurisdiction rules that any material provision of this Settlement Agreement is invalid or unenforceable, or materially modifies any material provision of this Settlement Agreement, then this Settlement Agreement shall be deemed rescinded and the Parties returned to the status quo as of the date of execution of this Settlement Agreement.

- k. If the FCC or a court of competent jurisdiction substantially revises the FCC TELRIC rules affecting UNE pricing, then any party may petition the Commission for permission to file a UNE rate proceeding notwithstanding this Settlement Agreement. Nothing in this Settlement Agreement shall prevent any party from opposing any such petition.
- l. The Parties hereto acknowledge each has read this Settlement Agreement, that each fully understands its rights, privileges and duties under this Settlement Agreement, and that each enters this Agreement freely and voluntarily. Each Party further acknowledges that it has had the opportunity to consult with an attorney of its own choosing to explain the terms of this Settlement Agreement and the consequences of signing it.
- m. The Parties each represent that they and/or their counsel have made such investigation of the facts and law pertaining to the matter described in this Settlement Agreement as they deem necessary and that they have not relied and do not rely upon any statement, promise or representation by any other Party or its counsel, whether oral or written, except as specifically set forth in this Settlement Agreement. The Parties each expressly assume the risk of any mistake of law or fact made by them or their counsel.
- n. Each Party is aware that it may hereafter discover claims or facts in addition to or different from those it now knows or believes to be true with respect to the subject regarding the appropriate UNE re-examination process at issue in R.93-04-003, I.93-04-002. Nevertheless, it is the intention of the Parties to fully settle all issues related to the UNE re-examination process for the term described herein, which does not now exist, may exist, or heretofore have existed between them. In furtherance of such intention, for the term described herein, the releases given herein shall be and remain in effect as full and complete mutual releases of all such claims, notwithstanding the discovery or existence of any additional or different claims or facts relative thereto.
- o. With respect to this Settlement Agreement and the releases set forth herein, the Parties hereby expressly waive the Section 1542 of the California Civil Code, which provides that:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

The Parties further acknowledge that this Settlement has been negotiated and agreed upon in light of this situation and expressly waive any and all rights which they may have under Section 1542 of the California Civil Code, or any other state or federal statute or common law principle of similar effect.


- p. The parties acknowledge that the provisions of this Settlement Agreement will be incorporated into an order approved by the CPUC, and that such order shall be binding on all regulated entities to the full extent of the CPUC's jurisdiction over such entities.

Settlement Agreement between
Pacific Bell Telephone Company d/b/a
AT&T California ("AT&T") and
California Association Competitive
Telecommunications Companies ("CALTEL")


- q. The undersigned hereby acknowledge and covenant that they have been duly authorized to execute this Settlement Agreement on behalf of their respective principals and that such execution is made within the course and scope of their respective agency and/or employment.

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement on the pages that follow.

Pacific Bell Telephone Company d/b/a
AT&T California

By: 
Printed Name: ERIC BATONGBACAL
Title: EXECUTIVE DIRECTOR
Date: Sept. 30, 2015

California Association Competitive
Telecommunications Companies
("CALTEL")


By: _____
Printed Name: Sarah DeYoung
Title: Executive Director
Date: Sept. 30, 2015

**AMENDMENT
TO THE INTERCONNECTION AGREEMENT
BETWEEN
PACIFIC BELL TELEPHONE COMPANY d/b/a AT&T CALIFORNIA
AND
CLEC**

WHEREAS, PACIFIC BELL TELEPHONE COMPANY d/b/a **AT&T CALIFORNIA** (Pacific Bell Telephone Company, a California corporation, f/k/a SBC Pacific Bell Telephone Company, is now doing business in California as **AT&T CALIFORNIA**) ("**AT&T CALIFORNIA**"), and CLEC ("**CLEC**") (collectively, the "**Parties**") entered into an Agreement relating to local interconnection ("**Agreement**"), which permits the Parties to mutually amend the Agreement in writing; and,

WHEREAS, on December 1, 2008, **AT&T CALIFORNIA** entered into a Settlement Agreement with the California Association of Competitive Telecommunications Companies ("**CALTEL**") regarding the modification of certain Unbundled Network Element ("**UNE**") rates; and,

WHEREAS, on February 20, 2009 the Public Utilities Commission of the State of California ("**Commission**") approved the Settlement Agreement in its Decision Approving Settlement Agreements Adopting Unbundled Network Element Re-Examination Process (Decision 09-02-017); and, **WHEREAS**, the Commission issued Resolution T-17308 on June 9, 2011, providing that the indexing mechanism includes rates for DSL capable loops (except IDSL capable loops); and,

WHEREAS, in the Settlement Agreement **AT&T CALIFORNIA** agreed to modify certain UNE Recurring Rates set in D.04-09-063, and subsequently modified by D.05-05-031, and file an advice letter each year by October 1, 2010 through October 1, 2015, to reflect the revised UNE rates, which would be effective January 1, 2011 through and including December 31, 2016 ; and,

WHEREAS, the Parties agree the indexing mechanism established by the Indexing Settlement will no longer apply as of December 31, 2016; and

WHEREAS, the Parties wish to terminate the Indexing Settlement and replace it with a new Settlement Agreement, which fixes UNE rates for a five year term; from January 1, 2016 through and including December 31, 2020 ("**Initial Term**"); and,

WHEREAS, pursuant to Rule 5.2 of Commission General Order 171, this filing will become effective, absent rejection by the Commission, thirty (30) days after the filing date of the advice letter to which this Amendment is appended ("**Amendment Effective Date**").¹

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to modify the Agreement as follows:

1. The recitals herein above are incorporated into this Agreement.
2. The Agreement is hereby amended to replace certain UNE and DSL capable loop recurring rates in the **AT&T CALIFORNIA** Pricing Sheet to the underlying Agreement, in that the current UNE recurring rates, which became effective January 1, 2015, will be reduced by 1 percent as reflected in the attached Pricing Sheet, Exhibit A. Notwithstanding the Amendment Effective Date referenced above, the prices in Exhibit A are effective January 1, 2016, and will remain fixed at those rates through and including December 31, 2020.

¹Notwithstanding anything to the contrary in the Agreement (including, as applicable, this Amendment and any other Amendments to the Agreement ("**Agreement**")), in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act ("**Adopting CLEC**") after the effective date of a particular rate change, that rate change shall only apply prospectively beginning from the date that the MFN provisions becomes effective between **AT&T CALIFORNIA** and the Adopting CLEC following the Commission's order approving the Adopting CLECs Section 252(i) adoption or, the date such Agreement is deemed approved by operation of law ("**Section 252(i) Effective Date**"), and that rate change would not in any manner apply retroactively prior to the Section 252(i) Effective Date.

3. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather shall be coterminous with such Agreement.
4. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
5. Reservation of Rights. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
6. The Parties acknowledge and agree that this Amendment shall be filed with, and is subject to approval by, the Commission and shall become effective upon approval by such Commission.

		Current 2015 Recurring Rate	2016 - 2020 Modified Recurring Rate
<u>GENERIC TERMINOLOGY</u>			
<u>NETWORK ELEMENTS</u>			
<u>LOOPS</u>			
<u>OANAD Terminology - LINKS)</u>			
	2-Wire Analog Zone 1 (OANAD Terminology - Basic or Assured Link - 2 Wire)	9.21	9.12
	2-Wire Analog Zone 2 (OANAD Terminology - Basic or Assured Link - 2 Wire)	12.41	12.29
	2-Wire Analog Zone 3 (OANAD Terminology - Basic or Assured Link - 2 Wire)	25.66	25.40
	2-Wire Analog Statewide /1/ (OANAD Terminology - Basic or Assured Link - 2 Wire)	11.38	11.27
	4-Wire Analog Zone 1 (OANAD Terminology - 4-Wire Link)	19.56	19.36
	4-Wire Analog Zone 2 (OANAD Terminology - 4-Wire Link)	23.67	23.43
	4-Wire Analog Zone 3 (OANAD Terminology - 4-Wire Link)	35.35	35.00
	4-Wire Analog Statewide /1/ (OANAD Terminology - 4-Wire Link)	21.76	21.54
	4-Wire - CO Facility Interface Connection (OANAD Terminology - 4-Wire - CO Facility Interface Connection)	2.98	2.95
	2-wire Digital Zone 1 (OANAD Terminology - Basic - 2 Wire + ISDN Option)	9.71	9.61
	2-wire Digital Zone 2 (OANAD Terminology - Basic - 2 Wire + ISDN Option)	12.95	12.82
	2-wire Digital Zone 3 (OANAD Terminology - Basic - 2 Wire + ISDN Option)	26.22	25.96
	2-wire Digital Statewide /1/ (OANAD Terminology - Basic - 2 Wire + ISDN Option)	11.89	11.77

	DS1 Loop Zone 1 (OANAD Terminology - Digital 1.544 MBPS DS-1)	47.25	46.78
	DS1 Loop Zone 2 (OANAD Terminology - Digital 1.544 MBPS DS-1)	61.36	60.75
	DS1 Loop Zone 3 (OANAD Terminology - Digital 1.544 MBPS DS-1)	99.77	98.77
	DS1 Loop Statewide /1/ (OANAD Terminology - Digital 1.544 MBPS DS-1)	54.92	54.37
	PBX Option (in addition to regular 2-Wire loop charges) Zone 1 (OANAD Terminology - PBX Loop Option)	1.09	1.08
	PBX Option (in addition to regular 2-Wire loop charges) Zone 2 (OANAD Terminology - PBX Loop Option)	1.06	1.05
	PBX Option (in addition to regular 2-Wire loop charges) Zone 3 (OANAD Terminology - PBX Loop Option)	0.90	0.89
	PBX Option (in addition to regular 2-Wire loop charges) Statewide /1/ (OANAD Terminology - PBX Loop Option)	1.07	1.06
	Coin Option (in addition to regular 2-Wire loop charges) Zone 1 (OANAD Terminology - Coin Loop Option)	0.60	0.59
	Coin Option (in addition to regular 2-Wire loop charges) Zone 2 (OANAD Terminology - Coin Loop Option)	0.58	0.57
	Coin Option (in addition to regular 2-Wire loop charges) Zone 3 (OANAD Terminology - Coin Loop Option)	0.50	0.50
	Coin Option (in addition to regular 2-Wire loop charges) Statewide /1/ (OANAD Terminology - Coin Loop Option)	0.59	0.58
	ISDN Option (in addition to regular 2-wire loop charges) Zone 1 (OANAD Terminology - ISDN Loop Option)	0.50	0.50
	ISDN Option (in addition to regular 2-wire loop charges) Zone 2 (OANAD Terminology - ISDN Loop Option)	0.54	0.53
	ISDN Option (in addition to regular 2-wire loop charges) Zone 3 (OANAD Terminology - ISDN Loop Option)	0.58	0.57

	ISDN Option (in addition to regular 2-wire loop charges) Statewide /1/ (OANAD Terminology - ISDN Loop Option)	0.52	0.51
DS3 Loop			
	Zone 1	460.89	456.28
	Zone 2	682.29	675.47
	Zone 3	1347.82	1334.34
	Statewide	547.28	541.81
	IDSL Capable Loop Option - Zone 1 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	9.71	9.61
	IDSL Capable Loop Option - Zone 2 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	12.95	12.82
	IDSL Capable Loop Option - Zone 3 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	26.22	25.96
	IDSL Capable Loop Option - Statewide (OANAD Terminology - Basic - 2-Wire + ISDN Option)	11.89	11.77
<u>Interoffice Transport</u>			
<u>(OANAD Terminology - Dedicated Transport)</u>			
<u>DS-0</u>			
	Fixed Mileage (OANAD Terminology - Fixed Mileage)	4.40	4.36
	Variable Mileage (OANAD Terminology - Variable Mileage per Mile)	0.01	0.01
<u>DS-1</u>			
	Fixed Mileage (OANAD Terminology - Fixed Mileage)	32.51	32.18
	Variable Mileage (OANAD Terminology - Variable Mileage per Mile)	0.25	0.25
<u>DS-3</u>			
<u>(OANAD Terminology - Dedicated Transport DS-3)</u>			
	Fixed Mileage (OANAD Terminology - Fixed Mileage)	462.08	457.46
	Variable Mileage (OANAD Terminology - Variable Mileage per Mile)	4.65	4.60
<u>DSL Capable Loops:</u>			
<u>2-Wire xDSL Loop</u>			
	PSD #1 - 2-Wire xDSL Loop Zone 1	9.21	9.12
	PSD #1 - 2-Wire xDSL Loop Zone 2	12.41	12.29
	PSD #1 - 2-Wire xDSL Loop Zone 3	25.66	25.40
	PSD #1 - 2-Wire xDSL Loop Statewide /1/	11.38	11.27
	PSD #2 - 2-Wire xDSL Loop Zone 1	9.21	9.12
	PSD #2 - 2-Wire xDSL Loop Zone 2	12.41	12.29
	PSD #2 - 2-Wire xDSL Loop Zone 3	25.66	25.40
	PSD #2 - 2-Wire xDSL Loop Statewide /1/	11.38	11.27
	PSD #3 - 2-Wire xDSL Loop Zone 1	9.21	9.12
	PSD #3 - 2-Wire xDSL Loop Zone 2	12.41	12.29
	PSD #3 - 2-Wire xDSL Loop Zone 3	25.66	25.40
	PSD #3 - 2-Wire xDSL Loop Statewide /1/	11.38	11.27
	PSD #4 - 2-Wire xDSL Loop Zone 1	9.21	9.12
	PSD #4 - 2-Wire xDSL Loop Zone 2	12.41	12.29
	PSD #4 - 2-Wire xDSL Loop Zone 3	25.66	25.40
	PSD #4 - 2-Wire xDSL Loop Statewide /1/	11.38	11.27
	PSD #5 - 2-Wire xDSL Loop Zone 1	9.21	9.12

	PSD #5 - 2-Wire xDSL Loop Zone 2	12.41	12.29
	PSD #5 - 2-Wire xDSL Loop Zone 3	25.66	25.40
	PSD #5 - 2-Wire xDSL Loop Statewide /1/	11.38	11.27
	PSD #7 - 2-Wire xDSL Loop Zone 1	9.21	9.12
	PSD #7 - 2-Wire xDSL Loop Zone 2	12.41	12.29
	PSD #7 - 2-Wire xDSL Loop Zone 3	25.66	25.40
	PSD #7 - 2-Wire xDSL Loop Statewide /1/	11.38	11.27
4-Wire xDSL Loop			
	PSD #3 - 4-Wire xDSL Loop Zone 1	19.56	19.36
	PSD #3 - 4-Wire xDSL Loop Zone 2	23.67	23.43
	PSD #3 - 4-Wire xDSL Loop Zone 3	35.35	35.00
	PSD #3 - 4-Wire xDSL Loop Statewide /1/	21.76	21.54